

Solid Waste Interlocal Agreement

Joint Solid Waste Disposal System

This Agreement, made and entered into on this day of August , 2011, is by and between Kittitas County (hereinafter referred to as "COUNTY") and the following additional governmental entities (hereinafter referred to as "CITIES"):

1. City of Ellensburg, a municipal corporation
2. City of Roslyn, a municipal corporation
3. City of Cle Elum, a municipal corporation
4. Town of South Cle Elum, a municipal corporation
5. City of Kittitas, a municipal corporation

WHEREAS, the parties hereto recognize the mandate imposed by Chapter 70.95 of the Revised Code of Washington requiring the parties individually or collectively to prepare and adopt a solid waste management plan for the proper and appropriate collection and disposal of solid wastes of every description; and

WHEREAS, the parties hereto have already agreed among themselves by action of the governing authorities of the respective parties that there should be only one solid waste management plan to encompass the entirety of Kittitas County; and

WHEREAS, the Board of County Commissioners acting for Kittitas County desires and is willing to provide for, operate and maintain such a solid waste disposal system in accordance with applicable state laws and regulation.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

Section 1. AUTHORITY

The parties to this Agreement jointly have and possess the power and authorization under Chapter 39.34 of the laws of the State of Washington, being entitled the "Interlocal Corporation Act," to acquire or lease land for solid waste disposal purposes; to acquire and construct facilities, and to operate and maintain such facilities for the collection and disposal of solid wastes and do jointly agree that a countywide solid waste management system can best be achieved by cooperative action of the parties to this Agreement operating through authorization bestowed by said Chapter 39.34, Revised Code of Washington.

Section 2. PURPOSE

The purpose of this intergovernmental agreement is to provide for the economic and sanitary disposal of solid wastes produced or generated within each member municipality and within the unincorporated areas of the COUNTY.

Section 3. POWERS

The parties hereto delegate, and the COUNTY hereby assumes both the power and obligation to do each of the following:

- a. To provide solid waste disposal facilities and service to all participating parties hereto.
- b. To establish a schedule of fees to be collected from all users of the disposal facilities to cover current operating expenses, equipment and facility rental expense, provided, however, that any such future

rates shall not be set for revenues used for the purpose of satisfying any indebtedness incurred prior to the effective date of this agreement.

- c. To purchase, lease, receive as gifts or donations or otherwise acquire all land, buildings, equipment or supplies needed to provide a solid waste disposal system.
- d. To make or cause to be made studies and surveys necessary to carry out the functions of countywide solid waste management.
- e. To propose and recommend to participating parties to this agreement such local ordinances governing collection and disposal of solid waste as might be deemed desirable.
- f. To provide for a system of budgeting, accounting and auditing of all funds associated with the solid waste system.
- g. To accept grants or loans of money or property from the United States, the State of Washington or any person and to enter into any agreement in connection therewith, and to hold, use and dispose of such money or property in accordance with the terms of the gift, loan or grant.
- h. To do such other things that are reasonable necessary to accomplish the purpose as stated in Section 2 of this Agreement.

Section 4. ORGANIZATION

- a. The Commissioners or their designated agent shall be in charge of managing the solid waste disposal operation for the benefit of all citizens residing in Kittitas County.
- b. The COUNTY shall require any solid waste contractor to operate the solid waste disposal facilities in accordance with such Joint Solid Waste Management Plan as shall be approved by all parties hereto and by the Washington State Department of Ecology.
- c. The Kittitas County Health Officer or his/her designated agent shall have the responsibility on behalf of the parties hereto to enforce appropriate health regulations with respect to solid waste and to issue to qualified parties such permits and licenses as might be necessary and it is further agreed that this responsibility shall be exercised for the benefit of all citizens residing in Kittitas County.
- d. Each of the cities shall adopt as soon as practicable an ordinance which shall require a private collector of solid waste to obtain a permit to collect said solid waste within the city. Said ordinance and the permit issued thereunder shall provide that all solid waste collected by and permittee shall be deposited only at a disposal site to be designated by a Joint Solid Waste Management Plan of the County and Cities herein.
- e. The City of Cle Elum presently contracts with a private solid waste collector to provide for the collection of solid waste in the City of Cle Elum at city expense. It is understood that the City of Cle Elum, or any other city contracting with a private collector, instead of adopting an ordinance as above provided, shall provide in the contract with its private collector, that said collector shall deposit all solid waste collected under said contract only at a disposal site to be designated by a Joint Solid Waste Management Plan of the County and Cities herein.
- f. The CITIES agree that they each have the power to, and shall as soon as practicable, amend their own respective permits and contracts to provide that the present private collector within their respective cities shall deposit all solid waste collected under said existing permits or existing contracts only at a disposal site to be designated by a Joint Solid Waste Management Plan of the County and Cities herein.

Section 5. FINANCING

- a. The COUNTY shall be solely responsible for providing and paying for capital facilities and equipment acquired by the County for the Countywide system.

Section 6. ACCOUNTING AND AUDITS

- a. The COUNTY shall maintain books of account for the solid waste disposal operation in accordance with the requirements of the Washington State Auditor.
- b. Authorized representatives of any party hereto shall have the right to inspect said books of account at any time.

Section 7. PROPERTY RIGHTS

- a. CITIES will retain their financial share in the existing capital facilities and each shall be reimbursed for their respective shares of the then current value of any cooperatively funded asset when and in the event it is sold.
- b. In the event of termination of this Agreement, the facilities and any funds in the possession of the COUNTY at such time shall be distributed in kind or sold, as may be agreed upon by the parties, and the proceeds thereof distributed to the parties as their interests appear on the books of the COUNTY.

Section 8. TERM

This Agreement shall continue until rescinded, or terminated as herein provided.

Section 9. RESCISSION OR TERMINATION

Agreement may be rescinded and all obligations herein terminated upon 60 days written notice by the City of Cle Elum. This Agreement hereby replaces and supercedes all previous agreements between the named parties on the subject of solid waste.

Section 10. ADMISSION OF NEW PARTIES

- a. It is recognized that public entities other than the original parties hereto may wish to hereafter join in this Agreement.
- b. Additional public entities may be added upon such terms and conditions as the then participating parties shall unanimously agree upon.
- c. The terms and conditions upon the admission of such additional parties shall be evidenced by a written addendum to this Agreement signed by the then participating parties and the additional party.


Section 11. AMENDMENTS

Amendments to this Agreement shall only be made by written agreement of all the parties hereto.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized governing authorities as of the day and year first above written.

(3) ATTEST: 

Town Clerk

CITY OF CLE ELUM


Mayor

ATTEST:

KITTITAS COUNTY

Clerk of the Board

Commissioner

Commissioner

Commissioner