

CITY OF GIG HARBOR

RESOLUTION NO. 300

A RESOLUTION OF THE GIG HARBOR CITY COUNCIL APPROVING A CITY-COUNTY INTER-LOCAL AGREEMENT FOR SOLID WASTE PLANNING AND ADOPTION OF AMENDMENTS TO THE TACOMA-PIERCE COUNTY SOLID WASTE MANAGEMENT PLAN.

WHEREAS, the City of Gig Harbor has authority to engage in solid waste management planning pursuant to RCW Chapters 35.67 and 70.95; and,

WHEREAS, the County has authority to engage in solid waste management planning pursuant to RCW Chapters 36.58 and 70.95; and,

WHEREAS, both parties have by ordinance adopted the Tacoma-Pierce County Solid Waste Management Plan; and,

WHEREAS, there is a need for further solid waste management planning by Pierce County and its cities and towns, in conjunction with the Department of Ecology of the State of Washington; and,

WHEREAS, the City of Gig Harbor and Pierce County have proposed a City-County Interlocal Agreement for Solid Waste Planning and a Timeline for the Adoption of Amendments to the Tacoma-Pierce County Solid Waste Management Plan; and,

WHEREAS, a Timeline for the adoption of amendments to the Plan is mandated by the Department of Ecology of the State of Washington,

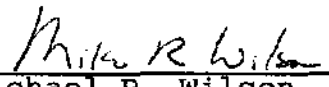
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Gig Harbor:

Section 1. The City-Council Solid Waste Interlocal Agreement, attached hereto as Exhibit "A", which is incorporated by reference herein, is hereby APPROVED.

PASSED this 14th day of January, 1991.

  
Gretchen Wilbert, Mayor

ATTEST:

  
Michael R. Wilson  
City Administrator/Clerk

Filed with City Clerk: 1/11/91  
Passed by City Council: 1/14/91

## SOLID WASTE INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into between Pierce County, a political subdivision of the State of Washington and a municipal corporation, hereinafter referred to as the "County," and the City, a municipal corporation, hereinafter referred to as the "City".

I. Authorization. This agreement has been authorized by the body of each contracting party that is authorized to enter into public contracts. The authorizing resolutions of the contracting parties are listed on Appendix "1" attached hereto and incorporated by reference herein.

II. Purpose. The purpose of this agreement is to establish the respective responsibility of the contracting parties to adopt plan amendments to the Tacoma-Pierce County Solid Waste Management Plan regarding the planning and implementation of waste reduction and recycling programs pursuant to RCW 70.95.080 and .090. This Agreement is entered into in the spirit of continuing cooperative management of solid waste in Pierce County pursuant to RCW chapter 39.34 and as agreed to by the City in its adoption of the Tacoma-Pierce County Solid Waste Management Plan in that certain resolution that is referenced in Appendix "1" attached hereto and incorporated by reference herein. It is the intent of the parties to work cooperatively to establish waste reduction and recycling priorities by July 1, 1991 to meet the scheduling timeline imposed by statute, and to support the Plan's goal to reach fifty percent (50%) recycling by 1995.

III. Approval. This Agreement shall be submitted to the Department of Ecology of the State of Washington along with the Preliminary Draft Plan Amendments on January 1, 1991 for their review and approval processes which should be completed by May, 1991.

### IV. Obligations of Pierce County

A. Provision of Draft. Pierce County agrees to provide to the City and to the Department of Ecology by January 1, 1991, the Preliminary Draft Plan Amendments for waste reduction and recycling programs for their review and approval. The Plan Amendments will include any description provided by the City of its planned or adopted waste reduction and recycling goals, programs, and implementation dates for the programs; or a description of the City's timelines and processes to plan and to adopt waste reduction and recycling programs.

The Plan Amendments will also include:

1. Descriptions of the County's adopted curbside residential recycling collection program which has been developed in cooperation with the franchised garbage haulers and offered to the City as a model program.

2. Descriptions of other County recycling programs, including the public informational and educational programs, in-house recycling and other waste reduction programs, and the data collection program which has been established to evaluate the percentages and amounts of recycling achieved by all jurisdictions of Pierce County. The County will continue to make information about these programs and educational materials available to the City upon request.

3. New Programs. The County agrees to design and implement, in cooperation with the franchised haulers, model recycling collection programs for multi-family residences and yard waste. These programs will be designed with the needs of all county citizens in mind and will be in keeping with the WUTC Cost Assessment Guidelines of the Washington Utilities and Transportation Commission and the Guidelines of the Department of Ecology of the State of Washington (WDOE). The County will provide the model programs for the City to review and approve. Where applicable, the County will request that the City adopt the programs or to develop similar equivalent program alternatives in keeping with the Guidelines of the Department of Ecology of the State of Washington (WDOE).

4. The County will develop a planning process to develop commercial recycling programs and to collect household hazardous waste.

B. Public Comment Period. The County agrees to conduct a public comment period on the Preliminary Plan Amendments during January and February, 1991. The County will hold public meetings and hearings to gather comment on the Plan Amendments in preparation for the submission of comments to the Department of Ecology of the State of Washington (WDOE) during March, 1991. The County will include any comments received from the City Council.

C. Public Hearings. After completion of the review of the Preliminary Plan Amendments by the Department of Ecology of the State of Washington (WDOE), the County will hold public hearings to adopt the Final Plan Amendments which will incorporate the concerns of the Department of Ecology (WDOE), if any. These hearings will be scheduled during May and June of 1991 or within sixty (60) days after the receipt of comments from the Department of Ecology for incorporation into the Plan. The County will provide copies of the Final Plan Amendments to the City for the conduct of public hearings for the final adoption of the Plan during May, 1991, or within sixty (60) days after receiving the comments of the Department of Ecology (WDOE).

#### V. Obligations of the City.

A. Submission of Plans. The City agrees to submit to the County by October 31, 1990, either a description of its adopted waste reduction and recycling programs, or the timelines of the City for planning the programs and the processes it will take to adopt and implement said programs.

1. Curbside Residential Recycling Program. In keeping with the guidelines of the Department of Ecology (WDOE), the City's plans will include, at a minimum, a curbside residential recycling collection program or an equivalent alternative, and a written commitment to review and to adopt the County's multi-family and yard waste collection programs or to plan equivalent alternatives in keeping with the Guidelines of the Department of Ecology (WDOE).

2. Source Separated Materials. As is legislatively mandated in RCW section 70.95.110, the City will agree to begin implementation of the programs to collect source separated materials no later than one year following the adoption and approval of the Plan Amendments and to have these programs fully implemented within two years of approval.

3. Data Collection Program. If the City chooses to adopt residential source-separation programs or yard waste collection programs that are different from the model programs offered by the County and the franchised haulers, then the City expressly agrees to implement a data collection program to track the percentage of recyclables and yard waste removed from the County

waste stream and to report this to the County.

4. Other Programs. The City's programs may also include procurement policies, educational programs, and other relevant recycling programs specific to the community and in keeping with the Guidelines of the Department of Ecology and may be coordinated with any of the educational and informational programs of the County.

B. Public Comment. The City agrees to hold public meetings to gather public comment on the Preliminary Plan Amendments during January and February, 1991, and to transmit comments from the City Council to the County by March 1, 1991, to be transmitted by the County to the Department of Ecology of the State of Washington (WDOE) for review by the Department (WDOE).

C. Public Hearings. After completion of the review of the Preliminary Plan Amendments by the Department of Ecology (WDOE), the City will hold public hearings to adopt the final Plan Amendments which will incorporate the concerns of the Department of Ecology (WDOE), if any. These hearings will be scheduled during May and June of 1991, or within sixty (60) days after the receipt of comments from the Department of Ecology (WDOE) for incorporation into the Plan.

#### VI. General Conditions.

Integration. This Agreement, including its Exhibits, represents the entire understanding of the County and the Cities as to those matters contained herein. This Agreement may not be modified or altered except in writing signed by authorized representatives of the contracting parties.

Successors and Assigns. This agreement is binding upon the heirs, successors and assigns of the parties hereto, including successor municipalities and other successor local governmental entities.

Jurisdiction, Venue and Choice of Law. This agreement shall be administered and interpreted under the laws, ordinances and regulations of the United States, the State of Washington, the County of Pierce, and of its cities and towns that have contracted herein. Jurisdiction of litigation arising from this agreement, if any, shall be in the courts of the State of Washington. Venue shall be in the superior court of Pierce County. Disputes not resolved between parties shall be resolved by application to the courts of the State of Washington.

Assignment. None of the contracting parties may assign any right hereunder without the written consent of the other parties. Any attempted assignment without such written consent shall be void.

Severability. In the event that any portion of this contract is determined to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof.

Entire Agreement. This written agreement represents the entire agreement between the parties and supercedes any prior oral statements, discussions, or understanding between the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

Time of the Essence. Time is of the essence of this agreement. The time scheduling set forth in this agreement constitutes material obligations of the contracting parties.

Force Majeure. The parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of any party to this agreement.

Waiver. No waiver by either party of any term or condition of this agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach, whether of the same or a different provision of this agreement.

Third Party Beneficiary. This agreement is not entered into with the intent that it shall benefit any other entity or person, except those expressly described herein, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below, pursuant to the legislative action set forth below.

DATED this 4<sup>th</sup> day of February, 1991

PIERCE COUNTY

CITY

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PIERCE COUNTY EXECUTIVE

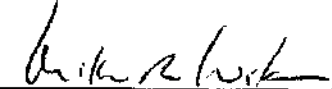
Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

  
\_\_\_\_\_  
MAYOR, Gretchen S. Wilbert

Pursuant to Resolution No. 300

ATTEST:

  
\_\_\_\_\_  
Michael R. Wilson  
City Administrator/Clerk