

SOLID WASTE INTERLOCAL AGREEMENT

This Agreement is entered into between Yakima County, a political subdivision of the State of Washington and the City of Sunnyside, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively.

PREAMBLE

This Agreement is entered into pursuant to Chapter 39.34 RCW for the purpose of cooperative management of solid waste in Yakima County. It is the intent of the parties to work cooperatively in establishing a Solid Waste and Moderate Risk Waste Management Plan pursuant to Chapter 70A.205 RCW and with emphasis on the established priorities for solid waste and moderate risk waste management of waste reduction; waste recycling; energy recovery, incineration, or landfilling of separated waste; and landfilling of mixed wastes. The parties acknowledge their intent to meet or surpass applicable environmental standards with regard to the solid waste system.

1. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

"Landfill" means a disposal facility or part of a facility at which waste is placed in or on land and which is not a land treatment facility, as that term is defined in and may be modified by amendment to RCW 70A.205.015.

"Moderate Risk Waste" means (a) any waste that exhibits any of the characteristics of hazardous waste but is exempt from regulation under chapter RCW 70A, solely because the waste is generated in quantities below the threshold for regulation and (b) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances, as that term is defined in and may be modified by amendment to RCW 70A.300.010.

"Solid Waste" means all putrescible and non-putrescible solid and semi-solid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes abandoned vehicles or parts thereof, and discarded commodities, but shall not include dangerous, hazardous or extremely hazardous waste, as that term is defined in and may be modified by amendment to RCW 70A.205.015.

"Solid Waste Advisory Committee" or SWAC means group formed pursuant to RCW 70A.205.110 and comprised of representatives of unincorporated Yakima County, incorporated cities and towns, industry and businesses appointed by the Board of Yakima County Commissioners.

"Solid Waste Management Plan" means the coordinated comprehensive plan for solid waste management and updates as required by RCW 70A.205.040.

"System" means all facilities for solid waste handling owned, operated or contracted for by the County, and all administrative activities related thereto.

"Waste Recycling" means reusing waste materials and extracting valuable materials from a waste stream.

"Waste Reduction" means reducing the amount or type of waste generated or reusing materials but shall not include reduction through energy recovery or incineration and may be modified by amendment to RCW 70A.205.015.

II. PURPOSE

The purpose of this Agreement is to establish the respective responsibility of the parties in a solid waste management system which includes, but is not limited to; planning, waste reduction, recycling, and disposal of mixed municipal solid waste, industrial waste, demolition debris and all other waste defined as Solid Waste in RCW 70A.205.015, and as Moderate Risk Waste in RCW 70A.300.010.

III. TERM

This Agreement shall become effective on date of signing by the City and remain in effect for a period of 20 years.

IV. APPROVAL AND FILING

Pursuant to RCW 39.34.050, this Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within its jurisdiction. This Agreement shall be filed with the City Clerk, the Clerk of the Board or Yakima County Commissioners, the Yakima County Auditor, and the Secretary of State of the State of Washington.

V. REVIEW AND RENEGOTIATION

- 5.1 Either party may request review and/or renegotiation of any provision of this Agreement other than those specified in Section 5.2 below during the six-month period immediately preceding the fifth anniversary of the effective date of this Agreement. Such request must be in writing and must specify the provision(s) of the Agreement for which review/renegotiation is requested. Review and/or renegotiation pursuant to such written request shall be initiated within thirty days of said receipt.
- 5.2 Review and/or renegotiation shall not include the issues of System rates and charges, waste stream (flow) control or diversion unless agreed to in writing by both parties.
- 5.3 Notwithstanding any other provision in this paragraph to the contrary, the parties may, pursuant to mutual agreement, modify or amend any provision of this Agreement at any time during the term of said Agreement.

VI. WITHDRAWAL

In the event, following unsuccessful discussion between or among the parties, that a party that has requested review and/or renegotiation of any provision of this Agreement pursuant to Section V determines it is in that party's best interest to terminate its participation in and withdraw from the Agreement, for any reason, then that party may withdraw from the remaining term of the Agreement after final satisfaction and completion of the following two conditions: first, that the withdrawing Party must have prepared and gained approval from the Department of Ecology of its own Solid Waste Management Plan pursuant to RCW 70A.205 and related provisions, and including each of the elements identified in Section 9.3 of this Agreement; and second, that the withdrawing party must enter into a written agreement with the County that the withdrawing party will remain responsible to the County for, and will continue to pay to the County when due, the withdrawing party's share of System cost, capital and operating, during the remaining term of this Agreement.

VII. GENERAL OBLIGATIONS OF THE PARTIES

7.1 YAKIMA COUNTY

- a. Management. Yakima County shall (1) provide county-wide solid waste management services for waste generated and collected within jurisdictions which are parties to this Agreement and (2) designate disposal facilities for all Solid Waste and Moderate Risk Waste generated and/or collected within the corporate limits of the City.
- b. Planning. Yakima County shall serve as the planning authority within Yakima County for Solid Waste and Moderate Risk Waste, but shall not be responsible for planning for hazardous or dangerous waste or any other planning responsibility that is specifically delegated by State or Federal statute.
- c. Operation. Yakima County, directly or by its designee, shall be the operating authority for County transfer, processing and disposal facilities (including public landfills, waste reduction or recycling facilities and energy resource recovery facilities) and shall have closure and post-closure responsibilities for landfills which are operated by Yakima County.
- d. Collection Services. Yakima County shall not provide solid waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both parties.
- e. Support and Assistance. Yakima County shall provide limited support and technical assistance to the City if the City seeks to establish a waste reduction and recycling program compatible with the County waste reduction and recycling plan. The County may develop educational materials related to waste reduction and recycling, Moderate Risk Waste,

and strategies for maximizing the usefulness of the materials and will make any such materials available to the City for its use.

f. Facilities and Services. All personal and real property acquired by Yakima County for solid waste management system purposes shall be the property of Yakima County.

7.2 CITY

a. Collection. The City shall be responsible for solid waste collection within the City's corporate limits.

b. Disposal. The City shall (1) designate the System for the disposal of all Solid Waste generated and/or collected within the City and (2) authorize the County to designate disposal facilities for the disposal of all Solid Waste including Moderate Risk Wastes, generated or collected within the corporate limits of the City, except for Solid Waste which is eliminated through Waste Reduction or Waste Recycling activities consistent with the Solid Waste Management Plan. No Solid Waste generated or collected within the City may be diverted from the System without County approval.

c. Compliance. All waste generated or collected from within the corporate limits of the City which is delivered to the System for disposal shall be in compliance with RCW 70A.205 and all other federal, state, and local environmental health laws, rules or regulations.

VIII. COUNTY SHALL SET DISPOSAL RATES AND OPERATING RULES FOR DISPOSAL

In establishing or amending disposal rates for System users, the County may adopt and amend by resolution rates necessary to recover all costs of operating the System, including without limitation the costs of waste planning, handling, processing, disposal, defense and payment of claims, capital improvements, operational improvements, and the closure and post-closure of landfills which are or were operated by Yakima County or for which the County is responsible. The SWAC will provide comments or recommendations to the County in considering system or rate modifications.

IX. SOLID WASTE MANAGEMENT PLAN

9.1 Yakima County is designated to prepare the Solid Waste and Moderate Risk Waste Management Plan (SWMP) and updates, including the incorporated areas of the County pursuant to RCW 70A.205.040.

9.2 The Solid Waste Management Plan will promote waste reduction and recycling goals that meet or exceed the Washington State Solid Waste Management priorities pursuant to Chapter 70A.205 RCW.

9.3 The Solid Waste Management Plan will be prepared in accordance with Chapter 70A.205 RCW and solid waste planning guidelines developed by the Department of Ecology. The plan shall include, but not be limited to:

- a. Descriptions of and policies regarding management practices and facilities required for handling all waste types;
- b. Schedules and responsibilities for implementing policies;
- c. Policies concerning waste reduction, recycling, energy and resource recovery, collection, transfer, long-haul transport, disposal, enforcement and administration.
- d. The designation of disposal site(s) for all Solid Waste collected within the incorporated and unincorporated areas of the County.
- e. Capital facilities and infrastructure element.

9.4 The cost of preparation by Yakima County of the Solid Waste Management Plan will be considered a cost of the System and financed out of disposal rates.

X. UNCONTROLLABLE CIRCUMSTANCES

The parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an Uncontrollable Circumstance. "Uncontrollable Circumstance" means any act, event or condition that has had or may reasonably be expected to have a material adverse effect on the rights or obligations of a party to this Agreement, if that act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of that party under this Agreement.

Those acts, events or conditions are the following:

- a. An act of God, hurricanes, tornadoes, epidemic, landslide, lightning, earthquake, volcano eruption, nuclear radiation, fire or explosion, extreme flooding or other extreme and atypical weather condition, an act of public enemy, war, blockade, insurrection, riot, general arrest, or restraint of government and people, civil disturbance or similar occurrence, that directly affect the System;
- b. Failure of any appropriate federal, state or local agency or public or private utility having operational jurisdiction in the County, to provide and maintain and assure the maintenance of any necessary utility;
- c. Appeals by third parties of permits necessary for the construction and/or operation of the System;
- d. A change in law that specifically affects the processing of Solid Waste or Moderate Risk Waste,
- e. Any strike or labor dispute.

XI. COMPLETE AGREEMENT

This Agreement supersedes all prior negotiations, representation and/or agreements between the parties relating to the subject matter of Agreement and constitutes the entire contract between the parties. Any changes or revisions to this Agreement shall be in writing and authorized by both parties.

XII. 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.

XIII. 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.

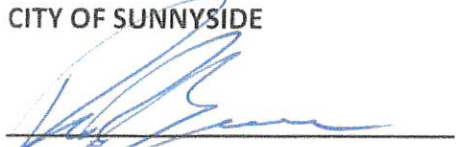
XIV. SEVERABILITY AND VENUE

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any action, suit or judicial proceeding for the enforcement of this Agreement shall be brought in Superior Court of the State of Washington in Yakima County, Washington.

V. NOTICE

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below;

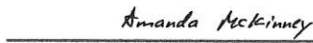
CITY OF SUNNYSIDE


Mayor Dean Broersma

DATE: April 24, 2023

BOARD OF YAKIMA COUNTY COMMISSIONERS:


LaDon Linde, Chair


Amanda McKinney, Commissioner

EXCUSED

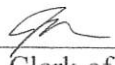

Kyle Curtis, Commissioner

CITY CONTRACT NO: A-2023-58
RESOLUTION NO: 2023-11
COUNCIL MTG: 04/24/23



DATED: AUG 22 2023

Attest:



Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board

Approved as to Form:



Deputy Prosecuting Attorney
WSBA #35901

BOCC Agreement

230 - 2023

Yakima County, WA