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3/16/21

INTERLOCAL AGREEMENT FOR THE CLALLAM
COUNTY
SOLID WASTE MANAGEMENT PLAN AND THE HAZARDOUS
WASTE PLAN UPDATES

 ORIGINAL

THIS AGREEMENT, made and entered into on this day of
by and between Clallam County, Washington and the incorporated municipality of
which is organized under the laws of the State of Washington and are herein collectively
referred to as the "Participating Municipality;"

WHEREAS, the Participating Municipality agreed, pursuant to the Solid Waste
Management Act, Chapter 70A.205 RCW, and the Hazardous Waste Management Act,
Chapter 70A.300 RCW, to participate in preparing the 2021 Clallam County
Comprehensive Solid Waste Management Plan and the Local Hazardous Waste Plan,
hereinafter referred to as the "Plans;" and

WHEREAS, it is to the mutual advantage of the Participating Municipality and
their citizens to contract pursuant to Chapter 39.34 RCW for the purpose of providing joint
county-municipality integrated solid waste and hazardous waste management programs;
and

WHEREAS, that Interlocal Agreement and the plans identify that the Plans shall be
reviewed and revised by the Participating Municipality once every five (5) years; and

WHEREAS, the Participating Municipality have the opportunity to reaffirm their
inclusion in the joint Plans;

NOW THEREFORE, for and in consideration of the mutual promises and
covenants contained herein, it is agreed by the Participating Municipality hereto as
follows:

1. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to allow the county and the participating
municipality to jointly prepare and ultimately adopt an update to the joint Comprehensive
Solid Waste Management Plan, pursuant to Chapter 70A.205 RCW, for waste reduction,
recycling, collection, transfer and disposal of solid waste generated within the boundaries of
the Participating Municipality and Clallam County. This agreement also includes
ultimately adopting an update to the Hazardous Waste Plan for Clallam County.

2. **SOLID WASTE and HAZARDOUS WASTEMANAGEMENT**

After adoption of the Plans by Participating Municipality, Clallam County will be the designated agent for the Participating Municipality for the administration of the Plans within Clallam County and shall have authority to implement solid and hazardous waste management programs and services consistent with the Plans, for the Participating Municipality and the residents within the boundaries of the Participating Municipality, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are the Participating Municipality. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice. Clallam County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Clallam County's management and operations of the solid waste programs set out under the Plan. Clallam County shall not indemnify, hold harmless, or defend any claims arising out of the actions of a Participating Municipality or any activities under a Participating Municipality's control.

Plans administration and government processes shall be set forth in more detail in the Plans as adopted.

3. ACCOUNTING

Clallam County shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of any party hereto shall have the right to inspect the accounting concerning the solid and hazardous waste management programs at any reasonable time.

4. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Clallam County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

5. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

6. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes prior Interlocal Agreement for the Clallam County Comprehensive Solid Waste Management Plan.

7. DURATION

This Agreement shall remain in effect from the effective date unless otherwise terminated; or until replaced by a new intergovernmental agreement.

8. PLAN ADOPTION

The final Plan shall be adopted through Resolution of the Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined in the Plan.

9. EFFECTIVE DATE

This Agreement shall be effective following its execution by the Board of Clallam County Commissioners after execution by the Participating Municipality; and following the recording of this Agreement with the Clallam County Auditor, as required by RCW 39.34.

10. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, any Participating Municipality may terminate its involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should any Participating Municipality not agree to adoption of the Plan, the Participating Municipality will not adopt the Plan and shall immediately begin preparing its own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

