

**INTERLOCAL AGREEMENT KC-184-08  
BETWEEN KITSAP COUNTY AND CITIES OF BAINBRIDGE ISLAND,  
BREMERTON, PORT ORCHARD, POULSBORO /  
SUQUAMISH, PORT GAMBLE S'KLALLAM, TRIBES  
DESIGNATING KITSAP COUNTY AS THE LEAD AGENCY  
FOR THE REVISION OF THE  
COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN**

WHEREAS, RCW 70.95.020 assigns primary responsibility for solid waste planning to local government; and

WHEREAS, RCW 70.105.007(3) assigns responsibility for moderate risk waste planning to local government; and

WHEREAS, RCW 70.95.010 states that solutions to the state's solid waste management problems require regional solutions by local governments as well as intergovernmental cooperation; and

WHEREAS, RCW 70.95.090 requires the comprehensive solid waste management plan to include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future; and

WHEREAS, RCW 70.95.110 requires all solid waste management plans be maintained in a current condition to be reviewed and revised periodically; and

WHEREAS, RCW 70.95.080 requires counties, in cooperation with the various cities located within such county, to prepare a coordinated, comprehensive solid waste management plan; and

WHEREAS, RCW 70.95.080 also requires each city to (1) prepare and deliver to the county, an independent solid waste management for integration into the county plan; or (2) enter into an agreement with the county to participate in the preparation of a joint city-county plan for solid waste management; or (3) authorize the county to prepare a plan for the city's solid waste management for inclusion in the comprehensive county solid waste management plan; and

WHEREAS, RCW 70.105.220 requires each local government to prepare a local hazardous waste management plan which may be amended as the needs arises; and

WHEREAS, local governments may choose to either include a moderate risk waste element of their solid waste plans, or develop moderate risk waste plans separately from their solid waste plans, recognizing that if the local government chooses not to combine the two plans, both plans should be coordinated; and

WHEREAS, Kitsap County has established a Solid Waste Advisory Committee (SWAC) in accordance with RCW 70.95.165 to assist in the development and review of programs and policies concerning solid waste handling and disposal, consisting of representatives of each of

the incorporated cities, Indian tribes, federal facilities, County Commissioner's districts, business, and the solid waste industry; and

WHEREAS, the 1999 Kitsap County Comprehensive Solid Waste Management Plan, as adopted by the Kitsap County, the incorporated cities and Indian tribes within the county and approved by the Washington State Department of Ecology, incorporates both solid waste and moderate risk waste plans; and

WHEREAS, for solid waste and moderate risk waste planning purposes, Kitsap County attributes to a federally-recognized Indian tribe the same status as a city, as referred to in Chapter 70.95 RCW and Chapter 70.105 RCW; and

WHEREAS, it is necessary for grant application purposes to designate the lead solid waste planning agency and for local governments participating in the solid waste management planning process to agree to the planning process;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed:

#### I. PURPOSE OF AGREEMENT

It is the purpose of this agreement to provide for the updating of the Kitsap County Comprehensive Solid Waste Management Plan as mandated in Chapters 70.95 and 70.105 RCW, for collection, recycling and disposal of solid and moderate risk waste produced or generated within the boundaries of Kitsap County, pursuant to the Department of Ecology Planning Guidelines.

#### II. AUTHORITY AND RESPONSIBILITIES

- A. Kitsap County shall act as lead agency for review of the 1999 Kitsap County Comprehensive Solid Waste Management Plan, and for preparation of the 2009 revised Comprehensive Solid Waste Management Plan (CSWMP), incorporating both solid waste and moderate risk waste elements.
- B. It is understood that the planning effort will be coordinated through the Solid Waste Advisory Committee (SWAC), and that the Department of Ecology will consider approval of the revised CSWMP only after all local jurisdictions participating in the planning process have adopted the revised CSWMP by resolution.
- C. Responsibilities for implementation of solid waste programs (including moderate risk waste) will be delineated in the adopted CSWMP.
- D. No separate entity is being created by this Agreement.

#### III. FINANCING AND BUDGET

The County shall maintain a Solid Waste Management Fund as a special fund within the County budget. All revenues and expenses in connection with the Solid Waste Management Program subject to this Agreement shall be budgeted and accounted for through this fund. Receipts deposited in the Solid Waste Management Fund shall be used only for solid waste management purposes unless otherwise required by law, grant,

regulation or separate contract. Funding for the CSWMP update process will be provided solely through the Kitsap County Solid Waste Management Fund. Funding for plan implementation will be as stated within the Plan.

#### IV. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Management Fund shall vest in Kitsap County. In the event of sale of any surplus property, such funds shall be deposited in the Solid Waste Management Fund unless otherwise required by law, grant, regulation or contract. However, if the Solid Waste Management Fund does not require the revenue generated by the sale of such property, it shall be disbursed to participating jurisdictions by an agreed upon formula to be worked out at time of sale.

#### V. DISPUTE RESOLUTION

Any disputes arising under the terms of this agreement shall be resolved through negotiation and consensus; provided that should negotiation and consensus fail to resolve the issue, it shall be submitted to a mediation panel consisting of the SWAC membership for resolution. Final authority to resolve disputes shall rest with the Board of County Commissioners subject to court review by writ of certiorari for arbitrary and capricious action; provided that the writ is filed within thirty (30) days of the BOCC decision.

#### VI. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the participating governments and the new party agrees upon in writing.

#### VII. PLAN ADOPTION

The Kitsap County Comprehensive Solid Waste Management Plan and any subsequent plan updates shall be deemed to have been adopted when the plan(s) have been approved by governing bodies (county commission, city/town councils) representing 75% of the population (as set forth by the Washington State Office of Financial Management) of Kitsap County.

#### VIII. AMENDMENTS

This document may be amended at any time following the recommendation of the Solid Waste Advisory Committee and approval by governing bodies (county commission, city/town councils) representing 75% of the population (as set forth by the Washington State office of Financial Management) of Kitsap County. The process for adopting an amendment to this agreement shall be the same as that followed for its original adoption.

#### IX. TERM

Commencing on the date this Agreement is last executed, it shall continue for a term of ten (10) years.

Any party hereto may withdraw and terminate its rights and obligations under this Agreement if it is their intention to establish their own Plan, satisfying all requirements to

do so under the applicable laws of the State of Washington. In such cases, twelve (12) months' notice of intent to withdraw shall be given to all parties hereto.

X. EFFECTIVE DATE

This Agreement shall be effective upon its execution by the Kitsap County Board of Commissioners after execution by all other participating governments.

XI. FILING

This Agreement shall be filed with the Kitsap County Auditor as required by RCW 39.34.040.

This Agreement shall be effective upon execution by the parties.

Dated this day 23rd of Dec 2008.

BOARD OF COMMISSIONERS  
KITSAP COUNTY, WASHINGTON



*Steve Bauer*

STEVE BAUER, Chair

*Josh Brown*

JOSH BROWN, Commissioner

*Jan Angel*

JAN ANGEL, Commissioner

ATTEST:

*Opal Robertson*

Opal Robertson, Clerk of the Board

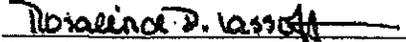
**INTERLOCAL AGREEMENT KC-184-08**

Dated this day 28<sup>th</sup> of August 2008.

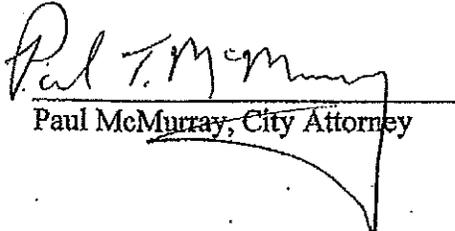
**CITY OF BAINBRIDGE ISLAND**

  
Darlene Kordonowy, Mayor

**ATTEST:**

  
Rosalind Lassoff, City Clerk

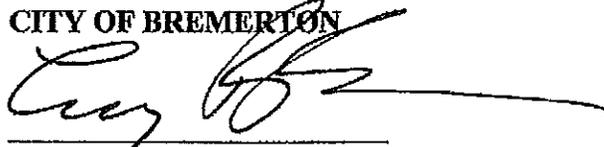
**APPROVED AS TO FORM:**

  
Paul McMurray, City Attorney

**INTERLOCAL AGREEMENT KC-184-08**

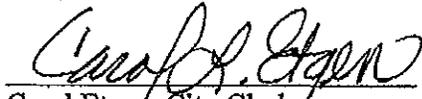
Dated this day 21st of August 2008.

**CITY OF BREMERTON**

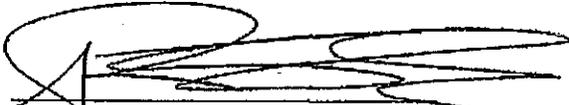


Cary Bozeman, Mayor

**ATTEST:**

  
Carol Etgen, City Clerk

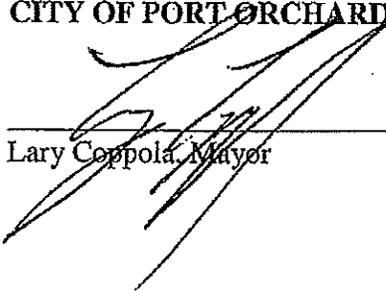
**APPROVED AS TO FORM:**

  
Roger Lubovich, City Attorney

**INTERLOCAL AGREEMENT KC-184-08**

Dated this day 9<sup>th</sup> of September 2008.

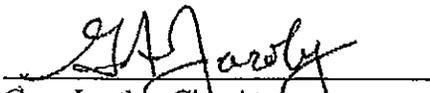
**CITY OF PORT ORCHARD**

  
\_\_\_\_\_  
Lary Coppola, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Patricia J. Kirkpatrick, City Clerk

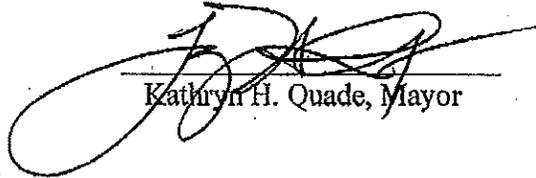
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Greg Jacoby, City Attorney

**INTERLOCAL AGREEMENT KC-184-08**

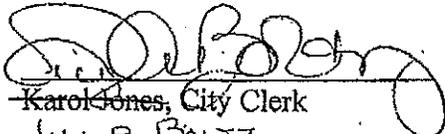
Dated this day 15<sup>TH</sup> of AUGUST 2008.

**CITY OF POULSBO**



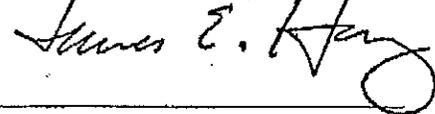
Kathryn H. Quade, Mayor

**ATTEST:**



~~Karol Jones, City Clerk~~  
JILL A. BOLTZ

**APPROVED AS TO FORM:**

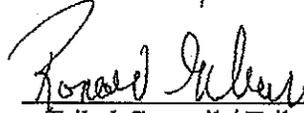


James E. Haney, City Attorney

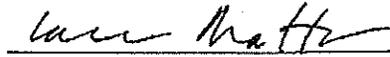
INTERLOCAL AGREEMENT KC-184-08

Dated this day 5th of November 2008.

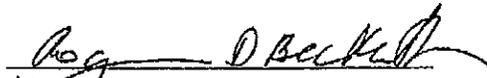
PORT GAMBLE S'KLALLAM TRIBE

  
\_\_\_\_\_  
Tribal Council / Tribal Manager  
Ronald Charles

ATTEST:

  
\_\_\_\_\_  
Acting CEO  
Laurie Mattson

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney  
Regina Beckwith

