



AUG 09 2012

COUNTY COMMISSIONERS

Cathy Wolfe
District One

Sandra Romero
District Two

Karen Valenzuela
District Three



PUBLIC WORKS
An Accredited Agency of the
American Public Works Association

Donavan Willcutt
Acting Director

August 7, 2012

City of Yelm
ATTN: City Clerk
105 Yelm Ave. W.
Yelm, WA 98597

Attached please find a signed, executed Intergovernmental Agreement for the Thurston County 2008 Solid Waste Management Plan and the 2008 Hazardous Waste Plan Updates, between Thurston County and the City of Yelm.

Thank you.

Sincerely,

Ruth Pierce
Sr. Office Assistant

Attachment

INTERGOVERNMENTAL AGREEMENT FOR THE
THURSTON COUNTY
2008 SOLID WASTE MANAGEMENT PLAN AND THE 2008 HAZARDOUS
WASTE PLAN UPDATES

THIS AGREEMENT, made and entered into this 9th day of April, 2008 by and between Thurston County, Washington, and the incorporated municipality of Yelm 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 70.95 RCW and the Hazardous Waste Management Act, Chapter 70.105 to participate in preparing the "2008 Thurston 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 citizen, to contract pursuant to Chapter 39.34 RCW for the purpose of providing a joint county-municipality integrated solid waste and hazardous waste management programs; and

WHEREAS, the Participating Municipality have been operating under an Intergovernmental Agreement for Solid Waste Management dated April 30, 1999; and

WHEREAS, that Intergovernmental 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 prepare and ultimately adopt an update to the joint 2008 Comprehensive Solid Waste Management Plan pursuant to Chapter 70.95 RCW, for waste reduction, recycling, collection, transfer and disposal of solid waste generated within the boundaries of the Participating Municipality and Thurston County. This agreement also includes ultimately adopting an update to the 1998 Hazardous Waste Plan for Thurston County.

2. SOLID WASTE and Hazardous Waste MANAGEMENT

After adoption of the Plans by Participating Municipality, Thurston County will be the designated agent for the Participating Municipality for the administration of the Plans within Thurston County and shall have full 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 Participating Municipality, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are 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. Thurston 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 Thurston County's management and operations of the solid waste programs set out under the Plan. Thurston County shall not indemnify, hold harmless, or defend any claims arising out of the negligence 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 and adopted.

3. FINANCING, FUNDS AND BUDGET

a. The costs of the Plans administration and implementation shall be administered through the County' Solid Waste Fund. The fund shall be established and maintained through user fees, grants, gifts, loans and other lawful funding sources as outlined in the Plans and agreed upon between the Participating Municipality.

b. Thurston County shall continue to maintain a Solid Waste Fund as a dedicated enterprise fund within the County budget. All revenues and expenditures in connection with the Plans subject to this Agreement shall be budgeted and accounted for through this fund.

4. ACCOUNTING

Thurston 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 of the Plans at any reasonable time.

5. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Thurston 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.

6. 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.

7. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes that certain agreement entitled "Intergovernmental Agreement for the Thurston County 2001 Comprehensive Solid Waste Management Plan" dated April 30, 1999.

8. DURATION

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

9. 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, included and adopted in the Plan.

10. EFFECTIVE DATE

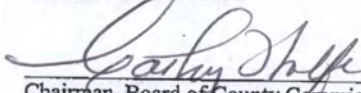
This Agreement shall be effective following its execution by the Board of Thurston County Commissioners after execution by the Participating Municipality; and following the recording of this Agreement with the Thurston County Auditor, as required by RCW 39.34.

11. 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.

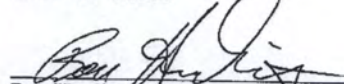
This Agreement has been executed by each party on the date set forth below.

THURSTON COUNTY


Chairman, Board of County Commissioners

Date: July 31, 2012

CITY OF YELM


Ron Harding, Mayor

Date 8/14, 2010

ATTEST:

LaSonda L. Boyman
Clerk of the Board

ATTEST:

Janine Schnepf
Janine Schnepf, City Clerk

APPROVED AS TO FORM:
EDWARD G. HOLM

PROSECUTING ATTORNEY

By: Jeff Fancher
Jeff Fancher, Deputy Prosecuting Attorney

Approved:
Effective: