

**INTERLOCAL AGREEMENT FOR  
SOLID WASTE DISPOSAL ADMINISTRATION**

This revised agreement is made and entered into this August 24, 2020 by Solid Waste Disposal District No. 1 of Lewis County ("District"), a quasi-municipal corporation, and Lewis County ("County"), a municipal corporation and political subdivision of the state of Washington.

**Recitals:**

Whereas, Counties and Solid Waste Disposal Districts each have authority to provide for disposal of solid wastes and are authorized under provision of Chapter 39.34 RCW and RCW 39.34.080 to contract with one another for the provision of any governmental service, activity or undertaking which each public agency entering into the agreement is authorized by law to perform; and

Whereas, the District and the County originally entered into this agreement on February 25, 1993; and

Whereas, the parties deem it desirable for the County to provide administrative and support services for the District; and

Whereas, the County issued general obligation bonds to build, and currently owns, transfer station facilities useful for solid waste management;

Now, therefore, the parties hereby agree on the following assignment of responsibilities:

**District Responsibilities:**

1. The District shall be responsible for establishing tipping fee rates at the transfer station facilities. These fees as established shall be sufficient to pay the following costs and expenses:
  - a) Transport and disposal of solid waste
  - b) Rent to County for transfer station buildings
  - c) Reserves for unforeseen emergencies, depreciation, and replacement of fixed assets, and Centralia Landfill Closure
  - d) Rent to the City of Centralia for use of real property
  - e) Taxes to Department of Revenue
  - f) Costs related to Administration, Closed Landfill Monitoring, Code Enforcement, Hazardous Waste, Litter Control, Recycling, and Transfer Station Operations
2. The District shall be responsible for managing the disposal of solid waste within the County, as well as the collection of revenues associated with all solid waste disposal fees and revenue generated from the sale of recycling commodities.

3. The District shall pay invoices presented by the export contractor for the transfer and disposal of solid waste received at transfer stations within Lewis County.
4. The District shall pay to the County monthly rental fees for the Central Transfer Station located at the former Centralia Landfill site. The monthly payments shall be made to the Lewis County General Fund in the amount necessary to pay bond obligations related to these County facilities.
5. The District shall pay the costs associated with the operation of the transfer station and associated facilities by the Lewis County Public Works Department, upon presentation of monthly invoices from that department.
6. The District shall pay \$50,000 annually into a County capital fund as reserves for maintenance and/or acquisition of cranes or heavy machinery used for District operations.
7. The District shall pay \$147,600 annually into a County capital fund as reserves for capital maintenance and improvements of buildings or facilities used for District operations.

#### **County Responsibilities:**

8. All staff and program management responsibilities shall be performed by the County through its Public Works Department on behalf of the District. The County will present a bill monthly to the District for services rendered.
9. The County shall permit use of its transfer station buildings and facilities for District purposes.
10. The County shall pay the bond debt for the County facilities operated by the District.
11. The County shall maintain a fund or funds for capital maintenance or improvement for equipment and facilities used for District operations.
12. The County shall enforce the District's flow control and solid waste rules and regulations through appropriate ordinances.

#### **Shared/Delegated Responsibilities:**

13. The District shall pay the rent to the City of Centralia for the land on which the Central Transfer Station sits. The County delegates its portion of responsibility for rent to the District.
14. The County shall apply for appropriate solid waste grants from Ecology that will benefit the County and the District. The District delegates to the County the right to offer or pledge tipping fees as matching funds for such grants.
15. The District may apply for grants or enter into contracts related to solid waste that will benefit the County and the District. When the District does so, the County delegates to the District the right to offer or pledge work or cooperation from County employees or officials related to District business.
16. The District's clerk and the County's manager, directors, and/or elected officials may enter into agreements, including but not limited to those involving transfer of funds, to provide or exchange services mutually beneficial to the District and County. The maximum authority the



clerk or County agents may exercise under this provision shall be equivalent to the authority of directors under the County's adopted procurement procedures currently in force at the time of the agreement proposed to be entered. Otherwise, approval of the District and County boards shall be necessary.

17. The District and County shall be equally responsible for eliciting the active assistance and participation of the Solid Waste Advisory Committee (SWAC) under Ch. 70.95 RCW, as follows: the entity or entities that may pass proposed rules, policies, or ordinances affecting solid waste or solid waste management (or any update, revision, or amendment of a comprehensive solid waste management plan) shall be the one(s) to receive the SWAC's advice and comment. The County shall remain responsible for appointing members to the SWAC.


**Duration:**

18. This agreement shall become effective upon signature by all parties hereto and upon its filing with the County auditor. It may be terminated at any time during the term on 30 days' notice from one party to the other. This agreement shall remain in effect for five years from the final signature date from all parties. In the event the parties forget to renew the agreement, it shall automatically be extended until such time as they address its lapse.


DONE IN OPEN SESSION this 24<sup>th</sup> day of August, 2020.

APPROVED AS TO FORM:

Jonathan Meyer, Prosecuting Attorney

  
By: Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
Gary Stamper, Chair

ATTEST:

  
Rieva Lester, Clerk of the Board

  
Edna J. Fund, Vice-Chair

  
Robert C. Jackson, Commissioner

ATTEST:

  
Josh Metcalf, Clerk

LEWIS COUNTY SOLID WASTE  
DISPOSAL DISTRICT NO. 1

  
Chairperson

  
Vice-Chairperson

  
Member

