

**INTERLOCAL AGREEMENT
BETWEEN JEFFERSON COUNTY AND
THE PORT OF PORT TOWNSEND**

**CONCERNING THE MODERATE RISK WASTE
COLLECTION FACILITY AT BOAT HAVEN,
PORT TOWNSEND, WASHINGTON**

This Interlocal Agreement (“Agreement” or “ILA”) is made and entered into this _____ day of March 2022 pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act (the “Act”), between Jefferson County, hereinafter called the “County”, and the Port of Port Townsend, hereinafter called the “Port”, both municipal corporations of the State of Washington, hereinafter referred to collectively as “the parties”. This Agreement amends the December 22, 1997, Interlocal Agreement (the “Original Interlocal Agreement”) between the parties for the Moderate Risk Waste Collection Facility located at the Port’s Boat Haven property in Port Townsend.

I. RECITALS

WHEREAS, the Port has requested that the County vacate leased premises at Boat Haven presently occupied by the Moderate Risk Waste Collection Facility so that it can make improvements to its property consistent with its mission; and

WHEREAS, the County has determined that it can continue to deliver moderate risk collection services to the public by revising its service delivery model; and

WHEREAS, the parties have agreed to a period of time necessary for the planning, public notice and implementation of such program revisions; and

WHEREAS, the County has discussed the Port’s request and the means by which the County would continue to collect moderate risk waste with the Solid Waste Advisory Board at public meetings on July 22, 2021, September 23, 2021, December 2, 2021, and January 20, 2022; and

WHEREAS, Port and County staff discussed the Port’s request with the Board of County Commissioners at a public meeting on November 22, 2021; and

WHEREAS, Port staff presented the proposal to the Port Commission of the Port of Port Townsend at regular meetings on November 23, 2021 and again on February 9, 2022,

NOW, THEREFORE, Jefferson County and the Port of Port Townsend, by and through their respective legislative bodies do hereby agree as follows:

1. PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the understanding and voluntary agreement of the parties regarding the continued operation and use of the Moderate Risk Waste Collection Facility through December 31, 2024, and the disposition of the facility thereafter.

2. ADMINISTRATION OF AGREEMENT: Both parties will administer this agreement. No joint property will be acquired through this Agreement. Pursuant to RCW 39.34.040, this Agreement will be posted on the websites of both parties and/or filed with the Jefferson County Auditor.

3. DURATION OF AGREEMENT: This agreement shall take effect immediately upon execution by both parties and shall remain in effect until 11:59 p.m. (Pacific Time) on December 31, 2024.

4. AGREEMENT:

4.1 The County and Port acknowledge and agree that they are parties to that certain Interlocal Agreement for the Moderate Risk Waste Collection Facility dated December 22, 1997 (the "Original Interlocal Agreement") which is currently in full force and effect. Notwithstanding any provision to the contrary in the Original Interlocal Agreement, effective as of 11:59 p.m. (Pacific Time) on December 31, 2024, the Original Interlocal Agreement shall be terminated and of no further force or effect, and the parties' respective rights and obligations regarding the Moderate Risk Waste Collection Facility shall be as set forth in this Agreement.

4.2 The County shall continue to operate the Moderate Risk Waste Collection Facility under the terms and conditions of the Original Interlocal Agreement until 11:59 p.m. (Pacific Time) on December 31, 2024.

4.3 Additionally, the County and Port acknowledge and agree that they are parties to that certain Land Lease Agreement for the Moderate Risk Waste Collection Facility also dated December 22, 1997 (the "Lease") which is currently in full force and effect. Notwithstanding any provision to the contrary in the Lease, effective as of 11:59 p.m. (Pacific Time) on December 31, 2024 (the "Lease Termination Date"), the Lease shall be terminated and of no further force or effect, and the parties' respective rights and obligations regarding the leased premises arising or accruing thereafter shall be as set forth in this Agreement.

4.4 Prior to cessation of operations at the Moderate Risk Waste Collection Facility, early termination of the Lease, and vacation of the leased premises as set forth herein, the County shall transport all moderate risk waste to a proper handling facility and shall remove all equipment and inventory from the facility.

4.5 Prior to the cessation of operations at the Moderate Risk Waste Collection Facility as set forth herein, the County shall provide technical assistance to the Port to establish a collection program for moderate risk waste commonly generated by Port tenants and customers at Boat Haven, with such program to be administered at the discretion of the Port.

4.6 The Port shall work with the County to establish dates and locations for collection events for Port tenants considered Small Quantity Generators.

4.7 In consideration of the depreciated value of recent capital improvements made to the Moderate Risk Waste Collection Facility by the County, the Port shall pay the sum of \$49,107.00 to the County by no later than 11:59 p.m. (Pacific Time) on December 31, 2024.

4.8 At 12:00 a.m. (Pacific Time) on January 1, 2025, the County shall return the premises described in the Lease to the Port, together with all alterations and improvements thereto and all fixtures installed thereon, with no further financial obligation to the County; PROVIDED HOWEVER, that the County shall remain liable with respect to the following: a) any obligations which specifically survive the term of the Lease; and b) all obligations under the Lease accruing prior to the Lease Termination Date, including liability arising from hazardous materials brought on to or about the premises or permitted or suffered to be brought about the premises by the County or anyone for whom the County may be liable.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement on or about the _____ day of March 2022.

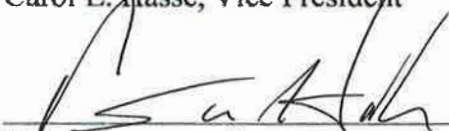
**COMMISSION OF THE PORT
OF PORT TOWNSEND**



Pam A. Petranek, President



Carol L. Hasse, Vice President



Peter W. Hanke, Secretary

Approved as to form:

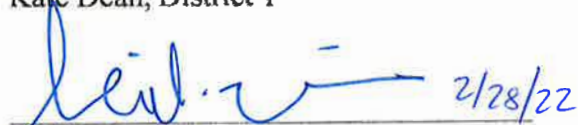


Port Attorney

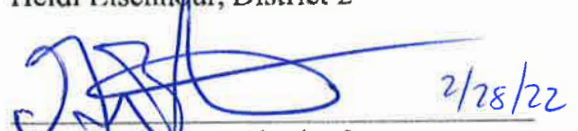
**BOARD OF COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

 2/28/22

Kate Dean, District 1

 2/28/22

Heidi Eisenhour, District 2

 2/28/22

Greg Brotherton, District 3

Approved as to form:

 February 18, 2022

Philip C. Hunsucker
Chief Civil Deputy Prosecutor
Jefferson County Prosecutor's Office