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 PIERCE COUNTY, WASHINGTON

INTERLOCAL AGREEMENT
 PARTNERSHIP BETWEEN PIERCE COUNTY AND THE CITY OF
 TACOMA FOR SOLID WASTE PROGRAMS

ORIGINAL

This Interlocal Agreement, ("Agreement") made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 28th day of Jan 2011, by and between PIERCE COUNTY, a political subdivision of the State of Washington, herein known as the "County", and the CITY OF TACOMA, a municipal corporation of the State of Washington, herein known as the "City"; or collectively, "the Parties."

WITNESSETH

WHEREAS, Chapter 70.95 RCW requires preparation and implementation of local solid waste management plans that address the needs of solid waste handling for both cities and counties; and

WHEREAS, Pierce County has historically written and promulgated the recent version of the Tacoma-Pierce County Solid Waste Management Plan (Plan), a joint plan prepared in accordance with RCW 70.95; and

WHEREAS, Chapter 39.34 RCW permits local governments to enter into Interlocal Agreements to make the most efficient use of their powers by enabling them to cooperate with other local jurisdictions on a basis of mutual advantage; and

WHEREAS, the City of Tacoma and Pierce County have jointly participated in planning for solid waste management since 1983 through previous interlocal agreements; and

WHEREAS, through previous agreements, the City and the County have successfully prepared plans that were approved by the Department of Ecology; and

WHEREAS, it is in the best interests of both the City and the County to cooperate and jointly participate in the planning process as equal partners with respect to solid waste managed within their respective jurisdictions in the Tacoma-Pierce County area; and

WHEREAS, the coordination of waste reduction, recycling and toxics reductions programs between the County and City creates savings and other benefits for both Parties; and

WHEREAS, through Pierce County Ordinance 2008-57s2, the Pierce County Council adopted the 2008 Supplement to the Year 2000 Tacoma-Pierce County Solid Waste Management Plan and codified said adoption in Chapter 8.28 of the Pierce County Code; and

WHEREAS, Pierce County Ordinance 2008-57s2 requested the Pierce County Executive to enter into an Interlocal Agreement with the City of Tacoma through which the City and the County shall agree to work collaboratively to increase recycling and diversion programs thereby meeting or surpassing the per capita per day disposal goals contained in Appendix F to the 2008 Supplement; and

WHEREAS, the parties wish to continue working jointly and cooperatively in partnership on waste reduction, recycling and toxics reductions programs that are in the best interests of Tacoma and Pierce County residents; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS AND COVENANTS DESCRIBED HEREIN, THE PARTIES ENTER INTO AN INTERLOCAL AGREEMENT.

1. Purpose.

The purpose of this Agreement is to establish a framework for continued cooperation by the Parties in the development and implementation of waste reduction and diversion programs to achieve the per capita waste generation levels described in Policy 6.1 [see Exhibit 1, attached] and Appendix F [Exhibit 2] of the 2008 Supplement to the Tacoma-Pierce County Solid Waste Management Plan. The Parties intend to fulfill this purpose by:

- 1.1. Formalizing the respective responsibilities of the County and City in the efforts to revise, update and/or prepare the Tacoma-Pierce County Solid Waste Management Plan and any subsequent additions, amendments or supplements during the time this Agreement is effective;
- 1.2. Formalizing an agreement on the City and County's waste reduction and recycling goals as described in the 2008 Supplement to the Tacoma-Pierce County Solid Waste Management Plan; and
- 1.3. Formalizing and implementing a mechanism by which City and County efforts can be coordinated to achieve maximum benefits for the citizens of Pierce County and Tacoma.

2. Duration of Agreement

This Agreement shall become effective upon final signature, and remain in effect through December 31, 2020, unless terminated sooner pursuant to Section 11 below.

3. The Tacoma-Pierce County Solid Waste Management Plans ("Plan").

The County, as lead planning agency, has amended and revised the Tacoma-Pierce County Solid Waste Management Plans four separate times; and those plans were adopted in 1989, 1992, 2000 and 2008. The Tacoma-Pierce County Solid Waste Management Plan adopted in 2000, as amended in 2008, is the plan currently in effect for Pierce County, Tacoma and the remaining incorporated and unincorporated areas of Pierce County. [Exhibit 3]

In November 2008, the Pierce County Council adopted the 2008 Supplement to the Tacoma-Pierce County Solid Waste Management Plan ("2008 Supplement"). The focus of the 2008 Supplement is to move forward with new strategic initiatives to build upon the existing waste and recycling management systems in all of Pierce County. The 2008 Supplement augments the Tacoma-Pierce County Solid Waste Management Plan which was adopted in 2000, and approved by the Washington Department of Ecology in 2001. The 2008 Supplement amends, but does not replace, the Plan.

The 2008 Supplement recommends actions to coordinate with strategies of Washington's Beyond Waste Plan. The 2008 Supplement targets seven integrated courses of action which establish a direction to achieve Plan goals to meet a 20-year vision. Each of the seven courses of action is written to address future needs and actions.

The 2000 Tacoma-Pierce County Solid Waste Management Plan and the 2008 Supplement can be found at www.piercecountywa.org/swplan.

4. Recycling and Diversion Goals

A critical item in the 2008 Supplement is the goal of reducing waste disposal through waste reduction and recycling programs described in the Supplement. As part of this Agreement, the County and City agree to work collaboratively to increase recycling and diversion programs and

decrease the per person waste disposed through landfill disposal. Both jurisdictions agree that the goal is to achieve a reduction of the per capita waste disposed at the 2007 level of 4.5 pounds, per capita, per day to a level of 1.09 pounds, per capita, per day by 2032. [Exhibit 2] This Agreement allows the County and City to expand cooperative efforts for the purpose of increasing recycling and reducing wastes.

5. Definitions

- 5.1 Terms used in this Agreement have the same definitions as in Appendix B of the Tacoma-Pierce County Solid Waste Management Plan adopted in 2000. [Exhibit 4]
- 5.2 References to the County's Solid Waste Administrator and the City's Solid Waste Management Division Manager shall mean the current incumbents, successors, successor positions, or designees to such positions.
- 5.3 The term "Agreement" as it is used herein includes this document, a workplan developed pursuant to Section 7, a joint city-county solid waste management plan developed pursuant to Section 8, or programs developed pursuant to Section 9.

6. Interlocal Matters - General

- 6.1. The respective powers and duties of the Parties shall be exercised individually by each Party. No joint County-City agency is formed, or intended to be formed pursuant to this Agreement.
- 6.2. Nothing in this Agreement shall supersede any authority granted to either the City or the County, or otherwise imply any control over the other Party, including its operations, finances or governance, and specifically including, with respect to Pierce County, the responsibilities and authorities granted to the County through its Solid Waste Interlocal Agreements with other cities and towns.
- 6.3. The County's Solid Waste Administrator and City's Solid Waste Management Division Manager or their designee(s), shall act as contacts for this Agreement, and shall be responsible for assuring implementation of the provisions of this Agreement by their respective Divisions. Contact information is included in Section 17.
- 6.4. To foster an effective partnership and increased communication, the County's Solid Waste Administrator and City's Solid Waste Management Division Manager shall hold regular collaboration meetings. The purpose of these meetings is to discuss issues of mutual interest, check on the progress of joint programs and coordinate future projects. The managers should meet monthly, but no less than quarterly.
- 6.5. Nothing in this Agreement shall obligate either Party to provide personnel or assume operation and maintenance responsibilities for the other party's facilities or operations. Nor shall any provision of this Agreement change in any manner the rules and restrictions under which either party operates.
- 6.6. In an effort to allow proper program planning and budgeting, the County's Solid Waste Administrator and City's Solid Waste Management Division Manager shall coordinate future work plans and potential budget implications of implementing the joint programs for subsequent years and biennia. The purpose of this coordination is to provide the respective managers with estimates of the costs and impacts of the programs and efforts described in this agreement. The County and City operate on one and two year budget

cycles, respectively, so it is critical to have an estimate of the impacts of the joint programs prior to their respective budgeting efforts.

- 6.7. Except as provided in Section 7.4.4 and Section 9.7.4, each Party will bear its own costs of complying with this Agreement, financed out of the budgets approved by their respective legislative bodies.
- 6.8. Chapter 2.92 of the Pierce County Code establishes the Pierce County Solid Waste Advisory Committee. [Exhibit 5] The Code requires the appointment of members to the Committee that “shall represent a balance of interests including, but not limited to, citizens, public interest groups, business, the waste management industry, and local public officials”, but does not allocate a specific number of positions to each interest. The Parties shall work cooperatively to propose to the County Executive candidates to fill two positions: one position representing City government; and one representing citizens, public interest groups, or businesses.

7. Obligation of the Parties – Solid Waste Plan Revisions and Amendments

This Agreement serves to designate the County and City as equal partners in the development of a Joint City-County solid waste management plan as described in RCW 70.95.080(2), which will be designated as the Tacoma-Pierce County Solid Waste Management Plan. Pierce County shall be designated as lead planning agency for the purposes of State Environmental Policy Act compliance for future major revisions to the Tacoma-Pierce County Solid Waste Management Plan. This section outlines the obligations of the parties to revise or amend the Tacoma-Pierce County Solid Waste Management Plan.

- 7.1. Neither the County nor the City shall be responsible for developing the Local Hazardous Waste Management Plan as specified in RCW 70.105.220, provided the Tacoma-Pierce County Health Department continues to perform this function.
- 7.2. Neither the County nor the City shall be responsible for any other Tacoma-Pierce County Health Department planning responsibility that is specifically designated by State or Federal Statute.
- 7.3. The next projected date to initiate the process to fully revise the Tacoma-Pierce County Solid Waste Management Plan is the 3rd quarter of the year 2012.
- 7.4. No later than one year before the date identified in Section 7.3, the City and County shall meet to coordinate and develop a workplan to identify the resources needed to fully revise or amend the Tacoma-Pierce County Solid Waste Management Plan, which shall be approved in writing by the City Solid Waste Division Manager and the County Solid Waste Administrator. The purpose of this coordination is to assist the County and City budget for the effort needed to revise or amend the plan. Specific objectives of this meeting and workplan include:
 - 7.4.1 Identify the financial resources each party may need to amend or revise the Tacoma-Pierce County Solid Waste Management Plan;
 - 7.4.2 Identify planning and administrative duties and assign said duties to County and City staff;

- 7.4.3 Develop a work schedule, including dates for deliverable items, SWAC meetings and meetings to coordinate between the County and City; and
- 7.4.4 Identify how the City and County will share or allocate the costs associated with those revisions or amendments pertaining to the Tacoma-Pierce County Solid Waste Management Plan.
- 7.5. Any disputes which develop during this plan initiation and scoping process shall be handled in accordance with the dispute resolution procedures found in Section 10.
- 7.6. Once the process to fully revise or amend the Tacoma-Pierce County Solid Waste Management Plan is underway, the City Solid Waste Division Manager and County Solid Waste Administrator, or their assigned project coordinators, shall meet a minimum of every two months to track the progress of the amendment development process. These meetings can be included as part of the regular collaboration meetings described in Section 6.4.
- 7.7. To ensure that documented costs are shared in accordance with this Agreement, it may be necessary for one party to reimburse the other Party. This Agreement authorizes payments needed to achieve the obligations specified in this section. In the event a payment or reimbursement is needed to properly share costs in accordance with this agreement, an itemized invoice shall be provided by the Party seeking reimbursement. This invoice shall be provided in a timely manner. The invoiced Party shall pay the properly documented invoice within 30 days of receipt. Any disputes over the amount of reimbursement or the documentation shall be handled in accordance with the dispute resolution procedures found in Section 10.
- 7.8. Unless otherwise agreed to through the workplan developed under Section 7.4, costs incurred by the City or County to pay employee salaries benefits and overhead and to address internal administrative requirements or processes shall remain with the entity generating those expenses. Examples of internal administrative requirements include:
 - 7.8.1. Costs to procure and manage contractual services;
 - 7.8.2. Costs for the internal review or adoption of the Tacoma-Pierce County Solid Waste Management Plan by City or County staff, managers, attorneys and engineers; and
 - 7.8.3. Costs for the adoption of the Tacoma-Pierce County Solid Waste Management Plan by the respective legislative bodies (such as: preparing and posting legal notices, copying, hearings, transcriptions, etc.).
- 7.9. The City and County each shall provide links to Tacoma-Pierce County Solid Waste Management Plan documents on their respective websites. If agreeable to both parties, one party may serve as the actual home website for the information.
- 7.10. Costs and resources to support the Pierce County Solid Waste Advisory Committee will remain the responsibility of Pierce County.

- 7.11. The County shall be responsible for the resources and staff time required to coordinate and manage the Tacoma-Pierce County Solid Waste Management Plan adoption process with the incorporated cities (except Tacoma) and the Joint Base Ft. Lewis /McChord.

8. Plan Maintenance, Amendments and Revisions

- 8.1. The City and County will prepare and maintain in a current condition, the Tacoma-Pierce County Solid Waste Management Plan as required by Chapter 70.95 RCW.
- 8.2. Each Party shall notify the other if it has any knowledge which it believes may impact the current condition of the Tacoma-Pierce County Solid Waste Management Plan.
- 8.3. Either Party may propose revisions or amendments to update the Tacoma-Pierce County Solid Waste Management Plan so as to keep the Plan in a current condition. The City and/or the County shall be responsible for conducting the amendment and revision process in accordance with the following procedures:
 - 8.3.1. The City and County shall review and revise the Plan, as necessary, at least once every five (5) years as required by RCW 70.95.110, following the general procedures contained in Section 8 of this Agreement.
 - 8.3.2. Minor Amendments. A minor amendment is a change to the Plan that: a) does not result from a significant change in solid waste stream quantities or characteristics; b) does not occur as the result of a new legal requirement; c) does not occur as a result of, or is not contemplated to result in, any change in the roles and responsibilities of the Parties as established in this Agreement or in the Plan; or d) does not occur as a result of, or is not contemplated to result in, any redefinition of the vision for local solid waste management within Pierce County.
 - 8.3.2.1 The City and the County will initiate, scope, and manage a plan review and amendment process following the general procedures contained in Section 8 of this Agreement.
 - 8.3.2.2 The amendment shall be introduced at a County Council meeting. As part of the introduction, the County Solid Waste Administrator shall propose a schedule for soliciting public comment and timely review.
 - 8.3.2.3 The County Council shall schedule a public hearing date and submit the proposed amendment for review and comment to all cities and towns within Pierce County, the Pierce County Solid Waste Advisory Committee (SWAC), the Pierce County Planning Commission, the Tacoma-Pierce County Health Department, and the Washington Department of Ecology and other interested agencies.
 - 8.3.2.4 The County Council shall hold a public hearing receiving comment from the public as well as from the aforementioned agencies.
 - 8.3.2.5 If the amendment is adopted by the County Council, it shall be sent to the cities and towns, including Tacoma, for approval either by adopting the amendment or through a letter of concurrence. The County shall conclude that any city or town which does not adopt the amendment or

send a letter of concurrence within 90 days of the Council's adoption is no longer a participant in the Plan.

8.3.2.6 After completion of the 90 day approval period, the amendment will be sent to the Washington State Department of Ecology for review and approval pursuant to RCW 70.95.094.

8.3.3. Major Amendments. All other changes to the Plan are a Major Amendment.

8.3.3.1 The City and the County will initiate, scope the process, and manage a plan review and amendment process following the general procedures contained in Section 8 of this Interlocal Agreement.

8.3.3.2 The City and the County will conduct a public scoping period during which the tasks are identified and jurisdictional involvement is solicited and shall ask each of the other cities and towns in Pierce County to state, in writing, its willingness to participate in the revision. The County shall conclude that any city or town which does not so state, is electing not to participate in the Plan once the revision process is completed.

8.3.3.3 Development of a Preliminary Draft Plan and SEPA documents with the help of the Pierce County Solid Waste Advisory Committee.

8.3.3.4 A public review of the Preliminary Draft Plan with a minimum 30-day comment period, and at least one public hearing by the County Council.

8.3.3.5 Revisions to the Preliminary Draft Plan and submittal to the Washington Department of Ecology for a Preliminary Review.

8.3.3.6 Revisions, where appropriate, to the draft Plan to address the comments received from the Washington Department of Ecology's Preliminary Review.

8.3.3.7 Adoption of the revised Draft Plan by the County Council followed by adoption of the Plan by the cities and towns. Cities and towns have 90 days to approve the revision by passing a resolution to adopt. The County shall conclude that any city or town which does not adopt the revision within 90 days of the Council's adoption is no longer a participant in the Plan. In this case, the city or town shall adopt its own solid waste management plan as required by RCW 70.95.080 and 70.95.110 and provide for its own disposal system.

8.3.3.8 Submittal of the adopted revised Plan to the Washington Department of Ecology for a Final Plan Review and Approval, at which time the Plan shall be considered adopted.

8.3.3.9 Initiation of the amendment and revision process by either the City or the County, or both, under Sections 8.3.2 and 8.3.3, do not constitute

approval of such amendments and revisions by the Tacoma City Council or the Pierce County Council.

- 8.4. Minor and Major Amendments proposed solely for the purposes of addressing an issue that is related to only one of the parties shall be the responsibility of the affected party. This includes all staff time and costs related to that amendment. Lead Agency status for compliance with SEPA requirements for such an amendment, and communications with the other cities and towns, will remain the responsibilities of Pierce County, but costs shall be borne, or reimbursed, by the party responsible for initiating the amendment.
- 8.5. Minor and Major Amendments will be performed in accordance with the applicable Ecology guidelines for developing local solid waste plans, the workplan developed by the City and County as described in Section 7 of this Agreement, the procedures outlined in Section 8.3 of this Agreement, and the procedures outlined in Section 6.4 of the Solid Waste Interlocal Agreements executed between Pierce County and the remaining cities and towns of Pierce County. Specific published guidelines for developing solid waste plans as well as written interpretation and correspondence are all applicable guidelines.

9. City and County Coordination on Other Solid Waste Programs and Projects

- 9.1. It is in the best interests of both Parties to cooperate and coordinate as partners on solid waste-related projects and services that affect solid waste management within each jurisdiction. This section provides a mechanism for the County and City to cooperate and coordinate as partners on solid waste projects and programs. Although the types of programs most amenable to this type of partnership are education, waste reduction and product stewardship programs, nothing in this Agreement limits cooperation and coordination to said programs.
- 9.2. While this Agreement is in effect, the County and City are authorized and encouraged to plan and implement joint solid waste related programs in accordance with the requirements listed in this section.
- 9.3. One product of the meetings held pursuant to Section 6.4 shall be the joint publication of an annual workplan and an assessment of the previous years' efforts to achieve the waste recycling and diversion target identified in Section 4.
- 9.4. While this Agreement is in effect, neither the County nor the City are authorized to advertise a program or services to the other Party's customers or ratepayers without the other Party's consent.
- 9.5. Joint programs under this section shall be implemented jointly by the City and the County. This Agreement does not obligate either Party to participate in any specific jointly-operated program. If one of the parties does not agree to implement a joint program, one or both of the parties is authorized to offer that program without input or participation from the other party.
- 9.6. A joint program is a program in which the City and the County agree to offer a service or program for both County and City customers. The City and the County will share in the development activities, funding and implementation of the program in a fair and logical manner as approved by the partners.

- 9.7. The process to implement these joint programs will be as follows:
- 9.7.1 Once a proposal is brought forward by either the City or the County, the two parties shall discuss the merits of the proposal.
- 9.7.2 If a consensus is gained from both parties that a proposal for a joint program is beneficial and should be discussed further, a program plan shall be developed. The program plan should include the following:
- Identification of the problem or issue to be addressed, and/or the purpose of the program
 - Establish priorities and outcomes to be accomplished
 - Develop program objectives
 - Identification of target audiences and customers
 - Development of a scope of work for the project which identifies tasks for each party, dates of delivery, estimate of the resources needed and preliminary cost estimates
 - Review of resources available and new resources to be acquired, with assignments for each party
 - A preliminary communications or marketing plan
 - A method of program evaluation.
- 9.7.3 Once a program plan is completed, each party shall follow their internal processes to gain approval to proceed with the project, if necessary.
- 9.7.4 A cost sharing plan shall be developed which will identify the extent of financial obligation for each Party, including an itemized accounting for program planning, marketing and implementation, and the extent and methodology of cost sharing for the project. Several methods may be used for cost sharing, including, but not limited to, the following methods:
- The cost sharing plan may split costs into percentage shares of the project. For example, some programs can be appropriately funded equally by both parties, or the administrative and planning costs can be shared equally for those programs.
 - Some costs may be allocated to a party based on the units delivered or sold. This method would be applicable for programs such as compost bin sales.
 - Some costs may be appropriately omitted from the plan. An example includes marketing costs if each jurisdiction uses their existing marketing delivery methods and resources.
 - The cost sharing plan can include any or all of these cost sharing methods in a single plan.
- 9.8 To ensure that documented costs are shared in accordance with the cost sharing plan, it may be necessary for one party to reimburse the other. This agreement authorizes payments needed to achieve the obligations specified in the cost sharing plan. In the event a payment or reimbursement is needed to properly share costs in accordance with this agreement, an itemized invoice shall be provided by the Party seeking reimbursement. This invoice shall be provided in a timely manner. The invoiced Party shall pay the properly documented invoice within 30 days of receipt. Any disputes over the amount of reimbursement or the documentation shall be handled in accordance with the dispute resolution procedures found in Section 10.

9.9 If both parties are allowed to proceed, the Managers of the City and County Solid Waste Divisions shall each approve the program plan and cost sharing plan in writing, which will serve as the agreement for that program.

10. Disputes

In the event that a dispute arises under this Agreement, the Parties agree that before any legal action is initiated, the dispute shall be the subject of informal negotiation between the City's Director of Public Works and the County's Director of Public Works and Utilities, or their designees; and/or the dispute shall be submitted to mediation facilitated by a neutral third party, the selection of whom shall be mutually agreed to by the Parties. If the Parties seek to resolve a dispute through mediation, each Party shall bear their own costs, except that the cost of the mediator shall be borne equally by each Party.

11. Termination

Either Party may terminate this Agreement by providing 180 days' written notice to the other Party, recognizing that early termination of the Agreement may impact: (a) the Parties' compliance with the Tacoma-Pierce County Solid Waste Management Plan; and (b) the ability of the LRI Landfill to accept waste from Tacoma pursuant to the Conditional Use Permit issued by Pierce County for the LRI Landfill and its linkage with Policy 6.1 of the 2008 Supplement to the Tacoma-Pierce County Solid Waste Management Plan. [Exhibit 1]

12. Recording or Publishing

12.1 In accordance with RCW 39.34.040, Pierce County shall record this Agreement with the Pierce County Auditor, or alternatively, each Party shall publish the Agreement on their public website, or other electronically retrievable public source.

12.2 This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within its jurisdiction.

13. Liability

13.1 Each Party shall provide the other with written notice of any violation of the Agreement. Upon such notice, the Parties shall take immediate steps to remedy the violation and prevent similar future violations to the reasonable and mutual satisfaction of the Parties. If, in good faith, one Party disagrees with other regarding the violation, such dispute shall be resolved in accordance with the dispute resolution procedures found in Section 10 of this Agreement.

13.2 If the County, through acts of negligence or misfeasance, fails to carry out any of the responsibilities assigned by this Agreement, and such results in a claim against the City, the County shall indemnify and hold the City harmless and shall have a duty to defend the City. In providing such defense of the City, the County shall exercise good faith in such defense or settlement so as to protect the City's interest.

13.3 If the City, through acts of negligence or misfeasance, fails to carry out any of the responsibilities assigned by this Agreement, and such results in a claim against the County, the City shall indemnify and hold the County harmless and shall have a duty to defend the County. In providing such defense of the County, the City shall exercise good faith in such defense or settlement so as to protect the County's interest.

13.4 If a solid waste management plan amendment adopted pursuant to Section 8 or program developed pursuant to Section 9, results in the movement of solid waste materials for disposal, recycling, or composting to facilities managed by either Party, this Section shall be amended to fairly allocate liability for such decisions.

14. Force Majeure

The Parties are not liable when failure to perform pursuant to the terms of this Agreement is caused by a “force majeure” event. As used herein, the term “force majeure” means any event which is beyond the reasonable control of the party that prevents or delays the party’s performance under this Agreement, and which the party is unable to prevent through the exercise of reasonable diligence. Examples of force majeure conditions include, but are not limited to: acts of God including landslides, lightning, forest fires, storms, floods, freezing or earthquakes; civil disturbances, strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, or public riots; breakage, explosions, accident to machinery, equipment or materials, or unavailability of required materials or disposal site; government restrictions or restraint imposed by law or by rule, regulation or order of superior government authority. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure event. Such notice shall describe the party’s rationale for attributing a delay in, or prevention of performance to a force majeure event. The Party that claims a force majeure event shall promptly notify the other Party when the Force Majeure event has terminated.

15. Waiver

No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

16. Severability

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. Notice

All notices pertaining to this Agreement shall be in writing, and delivered in person or mailed to the parties or offices at the following addresses:

For the City:

City of Tacoma
Solid Waste Management
c/o Division Manager
3510 S. Mullen St.
Tacoma, WA 98409

For the County:

Pierce County
Department of Public Works and Utilities
c/o Solid Waste Division Administrator
9850 64th Street West
University Place, WA 98467

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Contract/Agreement Name:

AGREEMENT BETWEEN PIERCE COUNTY AND THE CITY OF TACOMA TO FORMALIZE THE PARTNERSHIP BETWEEN PIERCE COUNTY AND THE CITY OF TACOMA FOR SOLID WASTE PROGRAMS

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 201_.

CITY OF TACOMA

PIERCE COUNTY

APPROVED:

Approved As to Legal Form Only:

Eric Anderson, City Manager Date

Phil Prothman 11/15/10

Prosecuting Attorney Date

Richard McKinley, Public Works Director Date

Recommended:

Countersigned:

Kathryn Keating 11/22/10

Budget and Finance Date

Robert Biles,
Director of Finance Date

Approved:

Deborah Dahlstrom
Risk Manager Date

Ken Taylor 11/9/10

Department Director
(less than \$250,000) Date

Attest:

Pat McCally 12/2/10

County Executive (over \$250,000) Date

Doris Sorum, City Clerk Date

APPROVED AS TO FORM:

Deputy City Attorney Date

Exhibit 1

The CAS system has five program elements: The first is a solid waste system monitoring program designed to scrutinize key performance indicators on a regular basis. The second is an evaluation program of the County-owned facilities to assess the condition, performance, and capacity of each facility. The third element is a financial evaluation program to monetarily quantify solid waste system progress. The fourth element is designed to provide enough information to estimate future solid waste handling needs. The last element is a program to annually evaluate the CAS project's program effectiveness and recommend appropriate changes and improvements.

Tacoma's transfer

needs: Tacoma is conducting an ongoing review of its operations. Solid waste handling in the City has evolved rapidly and its facilities have not always evolved as quickly as the programs, so many of Tacoma's facilities are outdated, inefficient, and undersized. Some of the things which have occurred that have impacted the system are: permanent closing of the Tacoma Steam Plant; commingled recycling; changes at the Transfer Station to resolve safety issues; and an increase in the amount of yardwaste and related organic materials.

As a result of the changes, Tacoma has identified many potential improvements for its facilities and system and is working on a strategic plan to address the improvements. The City has begun working on upgrading its transfer facility and developing the funding system needed to implement all improvements.

Policy 6.1 Monitor disposal needs and establish programs and contracts that assure long-term capacity for disposing the municipal solid waste generated within Pierce County.

- ✓ 6.1.1 Identify materials that could be remediated, reused, or disposed elsewhere.
- ✓ 6.1.2 Evaluate the use of alternative long-haul facilities and services and consider a blending of long-haul and local disposal costs.
- ✓ 6.1.3 Explore opportunities to increase partnerships between Pierce County, LRI, the City of Tacoma, and Fort Lewis/McChord Air Force Base.
- ✓ 6.1.4 The annual average tonnage "cap" (created by Condition AT in the Conditional Use Permit) will be removed after all of the following occur:
 - a) LRI documents and projects disposal tonnage based on which solid waste system (Pierce County, Tacoma, and Military) generated, or will generate, such tonnage to demonstrate and provide assurances that accepting more than an average of 100,000 tons per year will not negatively impact LRI's ability to accept County waste for the minimum 20-year life span of the landfill. The first such projection shall occur within 30 days of the final approval of the 2008 Supplement to the Tacoma-Pierce County Solid Waste Management Plan.
 - b) Through a revised Interlocal Agreement between Pierce County and the City of Tacoma, both parties agree to work collaboratively to increase recycling and diversion programs and decrease the per person waste disposed in the landfill, thus protecting the

landfill resource. Both jurisdictions shall agree to meet or surpass the pounds/capita/day waste disposal goals outlined in Appendix F., which will reduce the pounds/capita/day from 4.50 in 2008 to 1.09 in 2032.

c) The Pierce County Department of Public Works and Utilities prepares a report on the satisfactory completion of points "a" and "b" to the Pierce County Solid Waste Advisory Committee and the Pierce County Council.

Policy 6.2 Ensure the operation of the waste transfer system maintains sufficient capacity for the demands placed on the system.

✓6.2.1 Update the CAS Program as needed and use it to identify facilities that need replacement, expansion, or closure.

✓6.2.2 Work with private companies to extend the asset management system for County-owned facilities to the privately-owned facilities in order to ensure cost-effective and resource efficient service.

✓6.2.3 Develop and implement best management practices for all transfer facilities which consider environmental, energy, and greenhouse gas impacts when making decisions to transport waste.

✓6.2.4 Identify whether new transfer station locations are needed or whether non-capital alternatives to transfer station expansion or siting are viable, cost-effective, and support waste reduction and recycling goals.

✓6.2.5 Develop and implement best management practices for all transfer facilities which will allow for maximum diversion of waste from disposal and which will allow for seizing of new recycling and diversion opportunities.

✓6.2.6 Participate in efforts initiated by the Pierce County Department of Planning and Land Services to clarify the rules and procedures for identifying whether existing, or future, solid waste transfer stations should be labeled as essential public facilities.

Policy 6.3 Work with LRI to research, develop, and implement best management practices to maximize landfill capacity, extend the life of the landfill, reduce emissions, and address climate change initiatives.

✓ 6.3.1 Incorporate benchmarks into the County's waste handling agreement with LRI to evaluate performance to meet customer service and operational or financial objectives.

✓6.3.2 Work with LRI to implement environmental management standards (EMS) to reduce environmental impacts of activities, products, and services and to achieve and maintain certification for the landfill as meeting the best environmental standards.

Policy 6.4 Participate in regional efforts to identify back-up and emergency disposal capacity.

✓6.4.1 Coordinate with other jurisdictions to explore efforts to enhance the waste transportation system.

Exhibit 2

F. DISPOSAL PROJECTIONS TO 2032 – To Achieve Goals of 2008 Plan Supplement

Table 1. COUNTYWIDE PROJECTIONS.									
Includes City of Tacoma / Town of Ruston waste management system; Fort Lewis / McChord AFB management system; and Pierce County waste management system.									
Year	Population	Pounds Per Capita Per Day Disposed	Pounds Per Capita Per Day Recycled	Pounds Per Capita Per Day Generated	Projected Disposed Tons	Projected Recycled Tons	% Recycled	Projected Generation Tons	
	2007	790,500	4.50	3.33	7.83	649,198	480,407	42.53%	1,129,605
1	2008	805,520	4.50	3.33	7.83	661,533	489,535	42.53%	1,151,068
2	2009	820,826	4.39	3.36	7.75	657,386	503,825	43.39%	1,161,210
3	2010	836,688	4.28	3.40	7.67	653,117	518,697	44.26%	1,171,814
4	2011	849,082	4.17	3.43	7.60	645,636	531,644	45.16%	1,177,280
5	2012	862,209	4.06	3.47	7.52	638,265	545,262	46.07%	1,183,526
6	2013	874,889	3.95	3.50	7.45	630,109	558,814	47.00%	1,188,923
7	2014	887,277	3.82	3.55	7.37	618,473	575,227	48.19%	1,193,700
8	2015	899,190	3.69	3.61	7.30	605,935	591,694	49.41%	1,197,629
9	2016	908,249	3.57	3.66	7.23	590,978	606,620	50.65%	1,197,598
10	2017	918,396	3.44	3.71	7.15	576,269	622,599	51.93%	1,198,868
11	2018	928,403	3.31	3.77	7.08	560,988	638,823	53.24%	1,199,812
12	2019	938,254	3.15	3.83	6.98	539,069	655,286	54.87%	1,194,354
13	2020	947,923	2.99	3.88	6.87	516,594	671,969	56.54%	1,188,563
14	2021	958,909	2.82	3.94	6.77	494,349	689,953	58.26%	1,184,303
15	2022	969,156	2.66	4.00	6.67	471,218	707,786	60.03%	1,179,004
16	2023	979,364	2.50	4.06	6.57	447,581	725,970	61.86%	1,173,551
17	2024	989,531	2.34	4.12	6.47	423,439	744,509	63.75%	1,167,948
18	2025	999,657	2.19	4.18	6.37	398,792	763,409	65.69%	1,162,201
19	2026	1,010,268	2.03	4.25	6.27	373,834	783,085	67.69%	1,156,919
20	2027	1,020,417	1.87	4.31	6.18	348,197	802,816	69.75%	1,151,013
21	2028	1,030,874	1.71	4.38	6.09	322,157	823,209	71.87%	1,145,366
22	2029	1,041,254	1.56	4.44	6.00	295,575	843,971	74.06%	1,139,546
23	2030	1,051,634	1.40	4.51	5.91	268,472	865,170	76.32%	1,133,642
24	2031	1,062,014	1.24	4.58	5.82	240,844	886,815	78.64%	1,127,659
25	2032	1,072,394	1.09	4.64	5.73	212,686	908,915	81.04%	1,121,600

TABLE 2. PIERCE COUNTY WASTE MANAGEMENT SYSTEM.

Includes unincorporated Pierce County and 21 Cities and Towns using Pierce County's waste management system.

Year	Population	Pounds Per Capita Per Day Disposed	Pounds Per Capita Per Day Recycled	Pounds Per Capita Per Day Generated	Projected Disposed Tons	Projected Recycled Tons	% Recycled	Projected Generation Tons
2007	565,500	4.50	3.33	7.83	464,417	343,668	43%	808,085
1 2008	576,200	4.50	3.33	7.83	473,204	350,171	43%	823,375
2 2009	587,200	4.39	3.36	7.75	470,278	360,425	43%	830,703
3 2010	598,500	4.28	3.40	7.67	467,188	371,034	44%	838,222
4 2011	607,400	4.17	3.43	7.60	461,863	380,317	45%	842,180
5 2012	616,800	4.06	3.47	7.52	456,596	390,065	46%	846,661
6 2013	625,900	3.95	3.50	7.45	450,783	399,778	47%	850,561
7 2014	634,700	3.82	3.55	7.37	442,415	411,480	48%	853,895
8 2015	643,300	3.69	3.61	7.30	433,499	423,311	49%	856,810
9 2016	649,700	3.57	3.66	7.23	422,746	433,935	51%	856,681
10 2017	657,000	3.44	3.71	7.15	412,250	445,393	52%	857,643
11 2018	664,200	3.31	3.77	7.08	401,344	457,028	53%	850,242
12 2019	671,200	3.15	3.83	6.98	385,634	468,773	55%	854,407
13 2020	678,100	2.99	3.88	6.87	369,547	480,695	57%	850,242
14 2021	686,000	2.82	3.94	6.77	353,656	493,590	58%	847,246
15 2022	693,300	2.66	4.00	6.67	337,092	506,325	60%	843,418
16 2023	700,600	2.50	4.06	6.57	320,183	519,331	62%	839,514
17 2024	707,900	2.34	4.12	6.47	302,924	532,614	64%	835,537
18 2025	715,100	2.19	4.18	6.37	285,274	546,101	66%	831,375
19 2026	722,700	2.03	4.25	6.27	267,424	560,184	68%	827,608
20 2027	730,000	1.87	4.31	6.18	249,098	574,330	70%	823,428
21 2028	737,500	1.71	4.38	6.09	230,475	588,934	72%	819,409
22 2029	744,900	1.56	4.44	6.00	211,451	603,766	74%	815,217
23 2030	752,300	1.40	4.51	5.91	192,055	618,910	76%	810,332
24 2031	759,700	1.24	4.58	5.82	172,285	634,373	79%	806,658
25 2032	767,200	1.09	4.64	5.73	152,157	650,246	81%	802,403

Exhibit 3

Tacoma-Pierce County
Solid Waste Management Plan
Fall 2000

FINAL

**TACOMA-PIERCE COUNTY
SOLID WASTE MANAGEMENT PLAN**

Fall 2000



Pierce County

Pierce County Department of Public Works and Utilities
Environmental Services, Solid Waste Division
9116 Gravelly Lake Drive Southwest
Tacoma, Washington 98409-3190
(253) 798-4050

Supplement to the
Solid Waste Management Plan
November 2008

STEPPING UP TO THE CHALLENGES

2008 Supplement to the
Tacoma-Pierce County Solid Waste Management Plan
Pierce County Department of Public Works and Utilities

November 2008
Exhibit A to Ordinance No. 2008-5762

Available online: www.piercecountywa.org/swplan

Exhibit 4

APPENDIX B GLOSSARY

Terminology Used in the Plan

Aerobic: Occurring only in the presence of oxygen-used in relation to providing air to accelerate composting. (Chapter 6).

Anaerobic: A condition occurring without oxygen. In composting facilities the condition can cause odor problems. (Chapter 6).

Ash Landfill: A landfill used for the disposal of incinerator ash which is classified as non-hazardous as defined by Federal and applicable state regulations. Disposal of incinerator ash is regulated under Washington State Special Incinerator Regulations (WAC 173-306). (Chapter 8).

Biosolids: Municipal sewage sludge that is a primarily organic, semisolid product resulting from the wastewater treatment process, that can be beneficially recycled and meets all requirements under chapter 70.95J RCW. Biosolids include septic tank sludge, also known as septage, that can be beneficially recycled and meets all requirements of chapter 70.95J RCW. (Chapter 9).

Composting: This term means the controlled aerobic degradation of organic waste materials to make a product for use as a soil amendment, conditioner or mulch. Natural decay of organic wastes under uncontrolled conditions is not composting. Organic materials include, but are not limited to, such things as yardwaste, foodwaste, woodwaste, biosolids, paper, or any of the biodegradable portion of mixed municipal solid waste. (Chapters 4 and 6).

Demolition Waste Landfill: A landfill used to dispose of demolition waste which is defined as largely inert solid waste resulting from the demolition of razing of buildings, roads, and other man-made structures. (Chapters 8 and 9).

Fluff: The non-metallic fraction that results from the shredding of cars and the separation of the recyclable metal scrap. (Chapter 3).

Fort Lewis/McChord Air Force Base System: The Fort Lewis disposal system which provides for disposal for the Fort and for McChord Air Force Base (AFB). (Chapter 10).

Geology/Soils: (Chapter 2)

- **Glacial till:** A fine clay containing pebbles and rocks which was left behind after the melting of glaciers. It is generally highly compacted and exhibits low permeability which provides a natural protection to groundwater from surface infiltration.
- **Glacial outwash:** Areas of sand and gravel which has been transported by streams of water coming from glaciers. It is highly permeable.
- **Alluvium:** Sedimentary material deposited by flowing water consisting of mud, sand, and gravel.
- **Aquifer:** An underground bed or layer of earth, gravel, or porous stone that yields water.

Goals, Policies, & Recommendations:

Goal: A broad statement of what ought to exist or what is desired to be achieved in the future.

Policy: A statement, more specific than a goal, which describes a particular course of action to accomplish the purpose of the plan.

Policy Recommendation: A new policy recommended to the County Council.

Implementation Actions: These are the detailed actions to implement the Plan. They are in the form of specific programs adopted by ordinance or studies completed at the direction of Plan policies. The ordinances are more detailed than the Plan policies and may be amended outside the plan amendment process. (Chapter 1).

Inert Waste Landfill: A landfill used to dispose of inert waste which is defined as non-combustible, non-dangerous solid wastes that are likely to retain their physical and chemical structure under expected conditions of disposal, including resistance to biological attack and chemical attack from acid rainwater. (Chapters 8 and 9).

Integrated Management System: A solid waste management system which deals with all issues relating to collection, processing, and disposal of solid waste, including waste reduction and recycling.

Interlocal Agreements: Agreements between the County and cities and towns about adoption and implementation of the Solid Waste Management Plan. (Chapter 10).

Limited Purpose Landfill: A landfill used for the permanent disposal of one specific type of waste of limited, known, and consistent composition such as an ash monofill, a landspreading disposal facility for biosolids, problem waste landfill, or any facility other than those permitted for the disposal of woodwaste, garbage, inert waste, demolition, or municipal waste. (Chapters 2, 8, and 9).

Municipal Solid Waste Landfill: A landfill used for the disposal of a combination of commercial and residential waste generated within urban, suburban, and rural areas. MSW landfills constructed after 1985 and prior to 1991 were regulated under the requirements of WAC Chapter 173-304. New landfill cells receiving MSW waste after October 1991 are regulated under WAC Chapter 173-351. (Chapters 2 and 8).

Pierce County System: County government's management system which provides planning for a disposal and recycling system for 19 of 21 cities and towns, and unincorporated areas. (Chapter 10).

Pounds per Capita per Day (pcd): Disposal, recycling, or generation rates reflecting the number of pounds disposed, recycled, or generated per person per day. (Chapter 3).

Pre-consumer/Post-consumer: Post-consumer refers to a product made from collected recycled materials. Pre-consumer means a product made from materials recovered at the manufacturing plant and run back through the manufacturing process. (Chapter 4).

Recycling: The collection of recyclable materials in order to transform or remanufacture the materials into usable or marketable products. In the Pierce County management system, the adopted residential and yardwaste collection ordinances specify the minimum types of materials to be collected. The haulers may add other materials to their collection programs. (Chapter 4).

Source-Separation Recycling Programs: These are recycling programs which collect a variety of recyclable materials at the place where the recyclable waste is first generated, such as a residence or a business. The materials may be collected either in separate bins or in a co-mingled recyclables bin. The separated bin system reduces the need for processing by relying on the generator to sort the materials where the co-mingled bin system requires additional processing at a material recovery facility. (Chapter 4).

SWAC: The state requires that counties establish a Solid Waste Advisory Committee (SWAC) “to assist in the development of programs and policies concerning solid waste handling and disposal...” By law, the SWAC is established to report to the Pierce County Council. (Chapters 1 and 10).

Tacoma-Pierce County Health Department (TPCHD): The Health Department is a separate agency from the County serving the County, Tacoma, and cities. It has its own, separate Board of Health and staff. It implements programs to ensure solid waste handling complies with state and local solid waste codes and ordinances. This includes the permitting process and enforcement of the solid waste permit regulations in WAC 173-304 and 173-351; monitoring; and coordination with the County and the cities on all aspects of special collections and public information programs. (Chapters 1 and 10).

Tacoma/Ruston: Tacoma’s system which provides planning, collection, and disposal for Tacoma residents and businesses and disposal for the Town of Ruston. (Chapters 1 and 10).

Vermicomposting: The use of worms to achieve controlled composting of organic wastes. (Chapter 6).

Waste Disposed: All waste disposed at in-county MSW landfills, diverted to municipally or federally owned MSW waste-to-energy facilities, or exported under contract to out-of-county MSW landfills. (Chapter 3).

Waste Generated: The sum of all waste disposed in mixed municipal waste (MSW) landfills, diverted for energy recovery or composting, and materials collected and recycled by both public and private entities. It does not include special wastes which are generally handled outside the municipal waste stream collection system of transfer stations, MSW landfills, and municipally or federally owned waste-to-energy facilities. Special wastes are those which are disposed in privately owned, limited purpose inert landfills, soil bio-remediation facilities, or used to produce industrial hog fuel. (Chapter 3).

Waste Recycled: Materials collected for recycling or diverted from disposal by composting to public and private facilities. Materials not included are pre-consumer recyclables or those specialty wastes that would not generally, or only incidentally, enter the municipal waste stream collection system. (Chapter 3).

Waste Reduction: Sometimes referred to as “source” reduction, this term means reducing the amount or toxicity of waste which is generated or reusing materials. Waste reduction can be accomplished by “recycling” which means considering the type of products or packaging before it is bought, such as buying products in bulk or with little or recyclable packing, or products made of concentrated solutions or materials. (Chapter 11).

Yardwaste: Organic yard debris that can be composted or ground-up for mulch, such as grass clippings, brush, leaves, and tree limbs. (Chapters 4 and 6).

Exhibit 5

Chapter 2.92

SOLID WASTE ADVISORY COMMITTEE

Sections:

- 2.92.010 Created.**
- 2.92.020 Purpose.**
- 2.92.030 Composition.**
- 2.92.040 Membership – Terms of Office.**
- 2.92.050 Vacancies.**
- 2.92.060 Removal from Office.**
- 2.92.070 Officers.**
- 2.92.080 Rules of Procedure and Records.**
- 2.92.090 Meetings.**
- 2.92.100 Quorum.**
- 2.92.110 Functions.**
- 2.92.120 Voting.**
- 2.92.130 Recommendations.**
- 2.92.140 Subcommittees and Advisory Groups.**
- 2.92.150 Coordination.**

2.92.010 Created.

A Solid Waste Advisory Committee for Pierce County is created and shall hereinafter be referred to as the "SWAC". The members of this committee shall be appointed by the County Executive and confirmed by a majority of the County Council. (Ord. 2006-19s § 2 (part), 2006)

2.92.020 Purpose.

The SWAC shall serve in an advisory and technical capacity to the County Council and to the Department of Public Works and Utilities on matters affecting solid waste handling in Pierce County. For the purposes of this Chapter, "solid waste handling" means the management, storage, collection, transportation, treatment, utilization, processing, and final disposal of solid waste, including the recovery and recycling of materials from solid wastes, the recovery of energy resources from solid wastes or the conversion of the energy in solid wastes to more useful forms or combinations thereof. (Ord. 2006-19s § 2 (part), 2006)

2.92.030 Composition.

- A. The SWAC shall consist of 15 voting members, to be appointed by the County Executive and confirmed by a majority vote of the County Council, who shall represent a balance of interests including, but not limited to, citizens, public interest groups, business, the waste management industry, and local public officials. All members shall serve without compensation. At least seven of the voting members shall be from the unincorporated areas of Pierce County.
- B. In addition to the 15 voting members, representatives from the Pierce County Council, the Department of Public Works and Utilities, the Tacoma-Pierce County Health Department, and any company which provides municipal solid waste disposal services under contract to Pierce County (or to a city or town which has entered into an Interlocal

Agreement with Pierce County for solid waste planning services) shall be invited by the Pierce County Executive to serve as non-voting members of the SWAC.
(Ord. 2006-19s § 2 (part), 2006)

2.92.040 Membership – Terms of Office.

- A. The first full terms of office of the voting members initially appointed in 2006 shall be staggered such that eight shall be appointed to terms that expire on March 31, 2010, and seven shall be appointed to terms that expire on March 31, 2008. Thereafter, the successors to the first appointment shall be appointed to four-year terms which shall expire on March 31 of the appropriate year.
 - B. No voting member of the SWAC shall serve more than two consecutive full terms of office. Any voting member, having served the maximum term allowed, may not be reappointed to the SWAC for a period of at least 24 months.
 - C. There are no terms associated with the non-voting member positions.
- (Ord. 2006-19s § 2 (part), 2006)

2.92.050 Vacancies.

Vacancies occurring for any reason shall be filled by appointment by the County Executive and confirmed by the County Council for the unexpired term, or, if occurring on the termination of a regular term, the successor shall be appointed for a full term. (Ord. 2006-19s § 2 (part), 2006)

2.92.060 Removal from Office.

The Executive may remove any member of the SWAC for inefficiency, neglect of duty, or malfeasance. Rules of Procedure adopted by the SWAC pursuant to PCC 2.92.080 will include procedures by which the SWAC will notify the County Executive should any member of the SWAC demonstrate performance sufficient to cause his or her removal. (Ord. 2006-19s § 2 (part), 2006)

2.92.070 Officers.

The members of the SWAC shall annually elect a Chair and a Vice Chair following a process established in its Rules of Procedure. In lieu of a Secretary, the Director of the Department of Public Works and Utilities (or designee) shall appoint a staff person to perform all traditional ministerial functions associated therewith. This staff person shall not be a member of the SWAC. (Ord. 2006-19s § 2 (part), 2006)

2.92.080 Rules of Procedure and Records.

The SWAC shall adopt Rules of Procedure for the transaction of its business. Staff from the Department of Public Works and Utilities shall maintain written summaries of the SWAC's transactions of business. All records of the SWAC, unless specifically exempted by State law, shall be public documents and will be made available to the public upon request. The SWAC shall provide a current copy of its rules to the County Council, the appropriate office of the Washington Department of Ecology, and all interested parties. (Ord. 2006-19s § 2 (part), 2006)

2.92.090 Meetings.

- A. The SWAC shall meet at least four times a year at times and locations agreed upon by the SWAC. All committee, subcommittee, and advisory group meetings shall be subject to the Open Public Meetings Act (Ch. 42.30 RCW).
- B. Special meetings of the SWAC may be called at any time by the Chair or by at least two-thirds of the membership of the SWAC, upon notice being given to all members of the SWAC.

(Ord. 2006-19s § 2 (part), 2006)

2.92.100 Quorum.

A simple majority of appointed and confirmed Voting Members shall constitute a quorum for the purpose of conducting SWAC business. (Ord. 2006-19s § 2 (part), 2006)

2.92.110 Functions.

The SWAC shall be of an advisory nature only and will make recommendations to the Council and Department of Public Works and Utilities on matters relative to the development and implementation of solid waste handling programs and policies. To this end, the SWAC shall perform the following functions:

- A. Review and comment upon resolutions and ordinances which are referred to the SWAC by the County Council, prior to final passage by the Council;
- B. Review and respond to requests from the County Council for recommendations on matters other than resolutions and ordinances;
- C. Provide a forum within the community for the expression of opinions regarding solid waste handling and disposal plans, ordinances, resolutions, and programs prior to adoption;
- D. Further the interest in, and understanding of, solid waste handling in general within the County;
- E. As the SWAC deems necessary, make recommendations or reports to the Council and the Solid Waste Division of the Department of Public Works and Utilities on plans, ordinances, resolutions, and programs to improve any aspect of solid waste handling within Pierce County;
- F. Assist the Solid Waste Division in projects and studies relating to solid waste handling, as requested by the Solid Waste Division.

(Ord. 2006-19s § 2 (part), 2006)

2.92.120 Voting.

- A. When the SWAC acts pursuant to PCC 2.92.110 A. and B., each voting member of the SWAC shall be entitled to one vote on a report containing the SWAC's comments and recommendations. Comments and recommendations shall be considered conclusive only when approved by a simple majority of the appointed and confirmed voting members. All formal votes must be polled and recorded.
- B. In all other matters, the SWAC shall strive to operate on a consensus model and shall adopt rules to that effect.

(Ord. 2006-19s § 2 (part), 2006)

2.92.130 Recommendations.

When the SWAC acts pursuant to PCC 2.92.110 A. or B., recommendations and minority opinion reports shall be submitted in writing to the County Council. All written recommendations and minority opinion reports must contain all of the concerns the SWAC wishes the Council to consider. The SWAC Chair and the primary author of minority opinion reports (or authorized designees) shall be permitted to make oral presentations to clarify the written recommendations. Any presentation which goes beyond clarifying the written recommendation shall be considered a personal recommendation. (Ord. 2006-19s § 2 (part), 2006)

2.92.140 Subcommittees and Advisory Groups.

- A. The SWAC may create one or more subcommittees to which the SWAC may delegate work. Subcommittees shall be composed of not more than five voting SWAC members appointed by the SWAC Chair, subject to confirmation by a simple majority of the SWAC voting members. To the extent practical, the subcommittee should represent the same balance of interests represented on the SWAC. The SWAC Chair shall appoint one subcommittee member to serve as Chair. Subcommittees shall follow Rules of Procedure adopted by the SWAC. Subcommittee meetings shall be open to the public. Unless otherwise provided for by County Code or State law, notice of the date(s), time, and place of scheduled meetings shall be provided by one publication in the newspaper of general circulation under contract with the County for the publication of such notices.
- B. The SWAC may create one or more Advisory Groups to advise the SWAC on specific, assigned, topics. Advisory Groups shall be composed of less than a quorum of SWAC voting members, with additional members (including non-voting members and individuals who are not members of the SWAC) appointed by the SWAC Chair, subject to confirmation by a majority of the SWAC. The SWAC Chair shall appoint each Advisory Group Chair. Advisory Groups shall follow Rules of Procedure adopted by the SWAC. Advisory Group meetings shall be open to the public. Each member of an Advisory Group shall be entitled to one vote on the Advisory Group's recommendations to the SWAC.

(Ord. 2006-19s § 2 (part), 2006)

2.92.150 Coordination.

The SWAC, its subcommittees, and Advisory Groups shall be staffed and shall receive administrative support from the Department of Public Works and Utilities. (Ord. 2006-19s § 2 (part), 2006)