

CITY/TOWN OF
RESOLUTION # 393-19
SOLID WASTE MANAGEMENT PLAN

WHEREAS, Whitman County owns and operates the only solid waste handling facility with a Health Department permit within this jurisdiction;

WHEREAS, this transfer, landfill, asbestos and household hazardous waste handling facility adheres to the Washington Department of Ecology's Minimum Functional Standards and the State Solid Waste Planning Guidelines;

WHEREAS, this waste handling facility will be maintaining its waste handling facilities for the eminent future;

WHEREAS, all incorporated communities in Whitman County must submit a local solid waste management plan in accordance with state statutes, or act in concurrence with a countywide plan;

WHEREAS, Whitman County has prepared a 2019 countywide Solid Waste Management Plan in accordance with state regulations.

THEREFORE, the _____ Town/City Council concurs with the 2018 Whitman County Solid Waste Management Plan and adopts it for our jurisdiction.

Approved at _____, Washington, this 15TH day of JULY, 2019.



Mayor

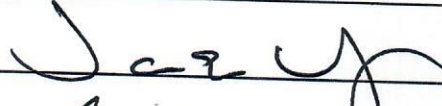
ATTEST:



Clerk-Treasurer

COUNCIL MEMBERS:







INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
WASHINGTON STATE PATROL
AND
TOWN OF FARMINGTON

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and Town of Farmington, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference.

Therefore, it is mutually agreed that:

- 1. Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
- 2. Period of Performance.** The period of performance of this Agreement begins on Date of Execution and ends on December 31, 2023 unless terminated sooner as provided herein.
- 3. Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- 4. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 5. Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6)

years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

6. **Agreement Management.** The work described herein shall be performed under the coordination of Chief of Farmington Fire Department, and Assistant State Fire Marshal Melissa Gannie of WSP, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.
7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 1. Applicable federal and state statutes and regulations;
 2. Terms and Conditions contained in this Agreement
 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR:
FARMINGTON FIRE DEPARTMENT


Signature
Chief, or Designee

Title
5-28-2019

Date

FOR:
WASHINGTON STATE PATROL


Signature
Simon Tee, Grants and Contracts Manager

Title
6-17-2019

Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

RECEIVED

AUG 09 2019

INTERLOCAL AGREEMENT BETWEEN
THE CITY/TOWN OF *Farmingdale* AND WHITMAN COUNTY
LANDFILL OFFICE
SOLID WASTE MANAGEMENT PLAN (2018 UPDATE FOR THE 2019-2024 PLANNING PERIOD)

THIS AGREEMENT is made and entered into by and between the City/Town of _____ (City/Town) and Whitman County (County), (herein jointly referred to as "the parties"); and,

WHEREAS, the purpose of this Agreement is to establish an integrated and coordinated effort for preparing, adopting, and implementing the 2018 update to the Whitman County Solid Waste Management Plan for the 2019-2024 Planning Period, herein referred to as the "County Plan," and

WHEREAS, pursuant to the provision of RCW 70.95.080 (1), each county within the state, with various cities and towns within such county, shall prepare a coordinated, comprehensive solid waste management plan, and each city shall choose one of the three planning options: (3)(a) Prepare and deliver to the county auditor of the county in which it is located its plan for its own solid waste management for integration into the comprehensive county plan; (3)(b) Enter into an agreement with the county pursuant to which the city shall participate in preparing a joint city-county plan for solid waste management; or, (3)(c) Authorize the county to prepare a plan for the city's solid waste management for inclusion in the comprehensive county plan.

THEREFORE, the City/Town recognizes the County as the lead agency responsible for completing the plan with input from the Solid Waste Advisory Committee and select city representatives, and the parties agree to have the County prepare the plan pursuant to RCW 70.95.080(2). For the duration of this Interlocal Agreement, the County shall have the following responsibilities:

1. The County shall continue providing efficient disposal of solid waste and household hazardous wastes generated within Whitman County to the extent, in the manner, and through facilities described in the 2018 County Plan.
2. The County shall continue to operate the solid waste management system in a financially judicious manner.
3. The solid waste management system shall continue to include educational and other programs, as described in the 2018 County Plan.

This Interlocal Agreement shall be reviewed by the parties in conjunction with any review of the County Plan. The terms of this Interlocal Agreement may be revised, amended or supplemented, or the Agreement may be terminated only upon the written agreement of all signatories to this Agreement executed with the same formalities as the original. No revision, amendment, supplementation or termination shall be put into effect if it impairs any contractual obligations of the County.

This Interlocal Agreement shall continue in full force and effect throughout the 2019-2024 planning period, or until revisions, amendment, supplementation or termination of this Interlocal Agreement have been signed.

The 2018 County Plan shall be adopted once each of the incorporated communities in Whitman County has signed this Interlocal Agreement and adopted resolutions of concurrence stating their intended participation with, or adoption of the Plan.

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Any deviation from the Standard Specifications must be clearly indicated. The Contractor may be required to provide any available test results to verify materials meet specifications, such as gradation or material quality. Whitman County reserves the right to do any additional testing it deems necessary to verify whether the materials meet the specifications. The test results may be used as a basis for Whitman County to either purchase or reject the purchase of materials.

Any new location added must be located in or within a 10-mile radius of Whitman County and must hold current permitting for operations. Source locations must be made accessible to Whitman County forces. A vicinity map and hours of operations for each additional location shall be submitted for review.

13. MSHA (Mine Safety and Health Administration) Training

If needed, the Mine Safety and Health Administration (MSHA) Part 46 of the CFR Title 30 Mineral Resources, in compliance with the United States Department of Labor, approved site-specific hazard training between the COUNTY and the CONTRACTOR shall be completed prior to the loading of any rock.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and therefore the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: Sept. 3, 2019

**WHITMAN COUNTY
BOARD OF COMMISSIONERS**

Alton D. Swannick
Chairman

Michael August
Commissioner

Dean Kinzy
Commissioner

PALOUSE RIVER ROCK, LLC.

Ben Korda
Contractor

8/11/19
Date

ATTEST:

Mariel Beth Becker
Clerk of the Board