

INTERLOCAL AGREEMENT

FOR A RESIDENTIAL USED OIL COLLECTION TANK IN THE TOWN OF PE ELL

THIS AGREEMENT is made and entered into on the later of the dates of signature inscribed at the foot hereof:

By and between –

Lewis County a Washington municipal corporation, % Tim Elsea, Lewis County Director of Public Works and County Engineer, 2025 NE Kresky Avenue, Chehalis, Washington 98532;

And –

Town of Pe Ell, a Washington municipal corporation, % Lonnie Willey, Mayor, 111 South Main Street, PO. Box 215, Pe Ell, Washington 98572

WITNESSETH:

WHEREAS Lewis County, by and through the Lewis County Public Works Department, Solid Waste Division (hereinafter referred to as the “County”) and the Town of Pe Ell (hereinafter referred to, variously, as the “Town” and as the “Site Sponsor”) wish to encourage used oil recycling by residential customers and the Site Sponsor is willing to assist the County in this effort, and

WHEREAS Chapter 39.34 of the Revised Code of Washington authorizes public agencies to contract with one another to perform services and activities that each such public agency is authorized by law to perform, and

WHEREAS both the Town and the County have determined that it is in the their best interest to enter into this Agreement,

THEREFORE, the parties agree as follows:

AGREEMENT:

1. The Site Sponsor grants permission to the County to place two (2) double walled UL approved Steel collection containers (hereinafter referred to as “tanks”) inside a retro-fitted 20 foot shipping container with containment wall on the site located at on the site located at 1100 Second Street in Pe Ell. The containers shall be permanently attached inside of a retrofitted 8-foot x 20-foot shipping container, with a separate side access door for each tank capable of being locked once a tank is full. The County, shall maintain ownership and responsibility for the used oil throughout the collection process.

2. The Town shall:

- A. Provide regular clean-up of container and adjacent site on a weekly basis. In the course thereof it shall remove litter and debris from near proximity of the tank, and wipe container of spilled oil. Lewis County shall have no responsibility with respect to the condition of the premises on which a container may be placed.
- B. Adhere to policies and practices listed in the Spill Management/Prevention Plan, described in Exhibit A.
- C. Monitor used oil volumes and give Lewis County, or its designated waste oil contractor, 10 working days notification prior to the time that the container reasonably may be expected to become full, so that the County may test and remove waste oil with minimum interruption of service.
- D. Report any problems related to the used oil collection program, and provide any information, as needed to Lewis County Fire District Number 11 personnel. In the event of an oil spill resulting from a rupture or failure of the collection tank, the site sponsor shall call **911** forthwith, but in no event more than 15 minutes from the time of first knowledge of the spill. **TIME SHALL BE OF THE ESSENCE.**
- E. Have the container accessible to the general public and notify the Solid Waste Division when the tank nears 85%, or if there has been a spill requiring notification.
- F. Notify the Solid Waste Division when the supply of any publicity pamphlets which may be supplied by the County needs to be restocked.
- G. In the event of a rupture or failure of a container, which results in a spill of used oil, not the fault of the County, the Town shall clean-up and decontaminate the site, and shall hold the County harmless from liability resulting from the spill.

3. Lewis County shall:

- A. Provide a gravel pad for the retrofitted shipping container, with a ramp or steps for access to each tank.
- B. Provide two collection containers (maximum capacity of 280 gallons each) for the said site.
- C. Supply a Spill Response Kit and one 55-gallon drum to hold contaminated soil/absorbent material.

- E. Respond to problem conditions in a timely fashion.
- F. Provide needed mechanical maintenance to the containers.
- G. Contract for the proper disposal of the used oil collected at this site. All proceeds from such disposal (if any) may be retained by the County. The County shall retain oil pumping receipts any time the tank has been pumped.
- H. Provide identifying decals for the collection containers and information as to what constitutes acceptable used oil as required in Chapter 212-51 WAC.
- I. The County may, at any time during the course of this Agreement, elect to provide Site Sponsor with publicity pamphlets.
- J. In the event of a rupture or failure of a container, which results in a spill of used oil, due to the County's fault, the County shall clean up and decontaminate the site, and shall hold the site sponsor harmless from liability resulting from the spill.

4. The County shall install all tanks and related equipment within 185 days following date upon which both parties' governing bodies have ratified this Interlocal Agreement, and it has been recorded with the Lewis County Auditor's Office. Pursuant to RCW 39.34.030(4)(b), the parties agree that the real property upon which the tanks are to be located shall remain the sole property of the Town of Pe Ell, along with any of the Town's personal property used in conjunction with its fulfillment of this Agreement. The shipping container, the tanks, and all other personal property to be supplied by the County shall remain the sole property of the County.

5. This agreement may be terminated by either party giving the other party thirty (30) days written notice thereof. Upon the termination or expiry of this Agreement the County shall remove its building and its tanks and other equipment at such time as may be convenient to it, within the following 185 days.

6. In consideration of the mutual benefits to the parties of this agreement, it is further agreed that the terms, benefits, and enforcement procedures recited therein shall be available to the State of Washington Department of Ecology.

7. All records required to be kept under this agreement shall be retained for a period of time of no less than five years from the date of any financial payment made by the Department of Ecology.

8. The terms of this agreement shall remain in effect until amended, modified, or cancelled by mutual agreement of the parties hereto, or until it has been terminated pursuant to the provisions of #4 & #5 above.

9. This agreement shall be executed in triplicate original counterparts.

(a) Within ten days of its execution, the County's Director of Public Works shall cause one of the original counterparts to be recorded in the records of the Lewis County Auditor's Office pursuant to RCW 39.34.040

(b) Within ten days of its execution, the County's Director of Public Works shall mail a true copy of this Agreement to the Director, Department of Ecology, P.O. Box 47600, Olympia, Washington 98504, pursuant to RCW 39.34.050.

10. All notices which either party may wish to tender to the other pursuant to this Agreement shall be sent to the addresses set out on page 1 hereof. However, the Town shall tender advice regarding the need to empty the tanks either in person at the Solid Waste Utility Division at 1411 South Tower Avenue in Centralia, or by telephone to (360) 740-1451. The joint board responsible for administering the cooperative undertaking created by this Agreement pursuant to RCW 39.34.030(4) (a) shall comprise the persons who at any point in time hold the offices of Mayor of the Town of Pe Ell, and Director of the Lewis County Department of Public Works.

11. Each party warrants that its governing body has ratified this Interlocal Agreement by Resolution, and that in such Resolution it has authorized the person identified below to sign this Interlocal Agreement on its behalf.

11A. Entire agreement. This Agreement:

- a. (a) contains the entire understanding of the parties with respect to the subject matter covered,
- b. (b) supersedes all prior and contemporaneous understandings, and
- c. (c) may only be amended in a written instrument signed by the parties.

12. The Town shall assist Lewis County to fulfill all obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington).

a. The Town recognizes that under that Act, the County has a duty to provide third parties with access to all documents (defined broadly), "containing information relating to the conduct of government," and that this obligation extends to documents in the sole possession of the Town used by it and/or by the County for purposes relating to this Agreement.

b. In the event that Lewis County notifies the Town that it has received a demand for one or more documents which the County is has not been able to locate in its files, and that the County is obliged to release those documents pursuant to the Public Records Act, then, if those documents (or any of them) are in the possession of the City, it shall provide copies of those documents to Lewis County within five business days; or, The Town shall notify the County of when, acting with all

reasonable haste, it will be able to provide the County with copies of those documents. The Town then shall actually provide copies of those documents to the County by such date.

c. In the event that the Town fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon Lewis County for violation of the Public Records Act, The Town shall indemnify Lewis County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such penalty.

d. The obligations created by this section shall survive the termination of this Agreement.

e. The obligations created by this section shall be reciprocal, in the event that the Town notifies the County that it has received a demand for one or more documents which the Town is has not been able to locate in its files, and that the Town is obliged to release those documents pursuant to the Public Records Act

13. Arbitration: Any dispute between the parties arising out of or relating to this Agreement shall be resolved through mandatory arbitration in Tacoma, Washington pursuant to the arbitration rules of the Washington Arbitration and Mediation Service (“WAMS”), before an arbitrator selected pursuant to those Rules.

14. Choice of law and venue. This Agreement is made in Chehalis, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington’s choice of law rules) and of the United States of America. Any action to enforce any rights or obligations created by this Agreement or to construe this Agreement shall be brought in the Superior Court of Washington for Lewis County in Chehalis, or in the United States District Court for the Western District of Washington in Tacoma.

15. Survival of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and (to the extent assignment is permitted by this Agreement) their assigns. The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

16. Severability. If any provision of this Agreement is found to be contrary to law or public policy, or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

17. Waiver. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.

18. Assignment and delegation. Neither party may assign any benefit nor delegate any duty provided for, anticipated, or arising out of by this Agreement without the prior express written consent of the other party.

19. Rules of interpretation. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted that provision, and this Agreement shall be construed as if jointly prepared by the parties.

20. Headings. In this Agreement paragraph headings appear for convenience of reference only, and they shall not be used or considered in construing the terms hereof.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the dates indicated below.

LEWIS COUNTY SOLID WASTE

TOWN OF PE ELL

By: _____
TIM ELSEA
Public Works Director, County Engineer

By: 
LONNIE WILEY
Mayor

Date: _____

Date: 7.21.15

Approved as to both form and substance by:

Reviewed as to form by:

J. DAVID FINE
Senior Civil Deputy Prosecuting Attorney


ALLEN UNZELMAN
Town Attorney

Date: _____

Date: 7/21/2015

EXHIBIT A

Lewis County - Town of Pe Ell Spills Management and Prevention Plan (SMAPP)

Purpose

It is in the interest of Lewis County and the Town of Pe Ell to provide facilities for the safe collection of used motor oil. The Town of Pe Ell and the Lewis County Department of Public Work's Solid Waste Division enter into an agreement to cooperatively provide facilities to collect used motor oil. This SMAPP plan is designed to minimize opportunities for spills of used oil from collection containers and to detail actions to be taken in the event of accidental releases of used oil.

Prevention

Two two hundred and eighty (280) gallon double-walled steel UL approved tanks will be sited in the Town of Pe Ell, located in Lewis County, as a collection facility for Lewis County residents used motor oil.

A gravel pad shall be placed for the retrofitted shipping container, with a ramp or steps for access to each tank.

The Solid Waste Division will provide absorbent material in an onsite Spill Kit to be used in the event of accidental spills. An empty 55-gallon drum will be provided to put contaminated soils/absorbent material into. Storm drains are located a minimum of 50 feet from the collection tank, or otherwise uphill from any possible spill flow. This distance will allow for timely interdiction should spills occur. Storm drains located in the parking lot, or any that may be downstream from the oil tanks, will be covered and bermed should spills occur.

Town of Pe Ell employees will be responsible for light maintenance of the used oil tanks on an as needed basis. Light maintenance includes wiping the top and sides of the tank of any spilled oil. Town of Pe Ell employees will monitor the volumes weekly depending on history of usage. When the tank nears 85%, an employee from the Town of Pe Ell will inform the Solid Waste Division at 360 740 1451 that the tank is nearly full.

Spills Management

In the event of a spill, city personnel are to respond immediately. A spill is defined as an amount of oil that could potentially enter the storm system without immediate intervention. Incidental spills are to be cleaned as soon as is reasonably practical by Town of Pe Ell employees.

If a significant oil spill occurs, Town of Pe Ell employee will immediately place absorbent material on the free flowing oil. Additionally, the nearest storm drain will be covered to prevent any residual oil from entering the system.

Lewis County Public Works Department, Solid Waste Division, will be notified at 360-740-1451 once the oil spill has been contained. Solid Waste personnel will respond within one hour in the greater Centralia/Chehalis area, and three hours in the rural (remote) areas to clean-up residual spilled materials. Lewis County will be responsible for proper disposal of spilled waste oil material.

A major breach of the waste oil tank will be handled as an emergency. In this event, the local Fire District number 11 would be called immediately after Town of Pe Ell personnel containment efforts are initiated.

Fires

Waste oil is not readily ignitable. There is a potential for solvents to be added to the waste oil tank, which increases the ability of the waste oil to combust. In the event that the contents of the waste oil tank are ignited, the local Fire District number 11 will be called immediately.

Full Tank

The site will contain two tanks. Once a tank has been filled, city workers will secure the full tank by closing the gate and securing it with the provided lock. The site sponsor will notify Lewis County Solid Waste immediately at 360-740-1451 that the tank is full. The Hazardous Waste Coordinator will collect a sample from the tank and send the sample to an approved lab for analysis. Once the lab results determine that the used oil is safe to recycle the Hazardous Waste Coordinator will contact the contractor to pump the used oil. The gate on the now empty tank will remain locked until the other tank is full.