

1 INTERLOCAL AGREEMENT
2 SOLID WASTE MANAGEMENT
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5 WHEREAS, Snohomish County and each of the Cities and Towns executing this
6 Agreement are authorized and directed by Chapter 70.95 RCW to prepare a
7 Comprehensive Solid Waste Management Plan, and are further authorized by Chapter
8 39.34 RCW to enter into an Interlocal Agreement for the administration and
9 implementation of said Plan; and
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11 WHEREAS, Snohomish County prepared a Comprehensive Solid Waste
12 Management Plan, for the County and Cities and Towns of the county in 1990, and
13 updated the Plan with the active involvement of the Cities and Towns in 2001; and
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15 WHEREAS, the 2001 Plan update calls for significant improvements to and
16 replacements for existing waste facilities, and the County has entered into a waste export
17 contract that expires in 2013, and in light of these factors long term financial planning is
18 desirable; and
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20 WHEREAS, providing the most effective and efficient system for managing solid
21 waste generated in Snohomish county, including its Cities and Towns, requires use of the
22 solid waste disposal system established by the County and the Comprehensive Plan of the
23 County to the fullest extent possible;

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2 NOW, THEREFORE, Snohomish County and each of the Cities and Towns
3 signing this Agreement agree as follows:
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5 1. This Interlocal Agreement entirely replaces the previous Interlocal Agreement-
6 Solid Waste Management which the parties entered into in 1990.
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8 2. Definitions. For the purposes of this Interlocal Agreement, the following
9 definitions apply:
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11 2.1 "City"/"Town" means a City or Town in Snohomish County, Washington.
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13 2.2 "Comprehensive Solid Waste Management Plan" or "Comprehensive Plan"
14 means the Snohomish County Comprehensive Solid Waste Management Plan
15 issued in March 2002 and as amended from time to time.
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17 2.3 "County" means Snohomish County, Washington.
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19 2.4 "Interlocal Agreement" means this Interlocal Agreement Regarding Solid
20 Waste Management.
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1 3.1 The County shall provide for the efficient disposal of all Solid Waste
2 generated within unincorporated areas of the County and within each of the
3 Cities and Towns signing this Agreement to the extent, in the manner, and by
4 facilities as described in the Comprehensive Solid Waste Management Plan.
5 The County shall not be responsible for disposal of nor claim that this
6 Agreement extends to Solid Waste that has been eliminated through waste
7 recycling activities in conformity with the Comprehensive Solid Waste
8 Management Plan.

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10 3.2 The County shall provide for the disposal of household hazardous wastes
11 generated by residential households located in jurisdictions party to this
12 Agreement at the System's existing Moderate Risk Waste Facility, or in
13 another reasonable and similarly convenient manner.

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15 3.3. The County shall continue to operate the System in a financially prudent
16 manner, minimize fee increases, and use System revenues only for System
17 purposes.

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19 3.4 The System shall continue to be comprehensive, and include educational and
20 other programs, as defined by the Comprehensive Plan.
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1 reduce or otherwise affect each City or Town's control over solid waste
2 collection as permitted by applicable state law.

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4 6. Enforcement. The County shall be primarily responsible for enforcement of
5 laws and regulations requiring persons to dispose of Solid Waste at sites
6 designated by the County. Each City and Town shall cooperate with the
7 County in its enforcement efforts and by ordinance shall provide that any
8 person that disposes of Solid Waste generated within that City or Town at a
9 site other than a site designated by the County will be guilty of a
10 misdemeanor, except where such disposal may be otherwise permitted by
11 state law. To the extent legally possible, the County shall be responsible for
12 bringing enforcement actions against persons violating state statutes or
13 County ordinances relating to the disposal of Solid Waste at sites designated
14 by the County. However, in instances in which the County lacks legal
15 authority to bring an enforcement action, and any City or Town possesses that
16 authority, the County may request that City or Town bring such enforcement
17 action. The City or Town shall comply with any such request, or through the
18 exercise of its authority under Chapter 35.21 RCW as may be amended from
19 time to time, ensure that Solid Waste generated within the City or Town is
20 disposed of at those sites designated by the County. The County shall pay for
21 all costs incurred by a City or Town in taking such enforcement or other
22 actions and shall indemnify any City or Town in accordance with paragraph 7
23 of this Interlocal Agreement.

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7. Indemnifications.

7.1 The County shall indemnify and hold harmless and defend each City and Town against any and all claims arising out of the County's operations of the System, and have the right to settle those claims, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. In addition, the County shall indemnify and hold harmless and defend any City or Town against any and all claims associated with those enforcement and other actions requested in writing by the County and taken by a City or Town under paragraph 6 of this Agreement. In providing a defense for Cities or Towns, the County shall exercise good faith in that defense or settlement so as to protect the City's or Town's interests. The County's agreement to indemnify the Cities or Towns for any and all claims arising out of the County's operation of the System extends to all claims caused by the actions of officers or agents of the County, including but not limited to actions which constitute misfeasance, or intentional misconduct or wrongdoing, even if the cost of such claims is held by a court of competent jurisdiction to not be a proper cost to the system. For the purposes of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall not include the claims arising out of collection of solid waste within the

1 Cities and Towns prior to its delivery to a disposal site designated by the
2 County or other activities under the control of the Cities or Towns.

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4 7.2 If the County acts to defend a City or Town against a claim, the City or Town
5 shall cooperate with the County.

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7 7.3 The County shall defend any City or Town against any challenge, whether
8 judicially or before an administrative hearings panel, to the Comprehensive
9 Plan elements adopted pursuant to this Interlocal Agreement.

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11 7.4 For purposes of this section, reference to a City or Town and to the County
12 shall be deemed to include the officers, agents and employees of any party,
13 acting within the scope of their authority.

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15 8. Duration. This Interlocal Agreement shall continue to be in full force and
16 effect until December 31, 2023, unless terminated as described in the
17 following paragraph.

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19 9. Revision, Amendment, Supplementation or Termination. This Interlocal
20 Agreement shall be reviewed by the parties in conjunction with any review of
21 the Comprehensive Solid Waste Management Plan. The terms of the
22 Agreement may be revised, amended or supplemented, or the Agreement as a
23 whole may be terminated only upon the written agreement of all signatories of
24 this Agreement executed with the same formalities as the original. No

1 revision, amendment, supplementation or termination shall be adopted or put
2 into effect if it impairs any contractual obligation of the County.

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4 10. Solid Waste Advisory Committee.

5 Pursuant to RCW 70.95.165 (3) and RCW 39.34.030 (4), and Snohomish
6 County Code section 7.34, a Solid Waste Advisory Committee shall continue
7 operating as specified in Snohomish County Code. Each City or Town
8 entering into this Agreement shall be represented equally on the Committee,
9 and shall have at least one voting member.

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11 Please note: in the 1990 Agreement this section contained a lengthy recitation
12 describing SWAC membership and procedure for meetings.

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14 11. Miscellaneous.

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16 11.1 No waiver by any party of any term or condition of this Interlocal Agreement
17 shall be deemed or construed to constitute a waiver of any other term or
18 condition or of any subsequent breach whether of the same or of a different
19 provision of this Interlocal Agreement.

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21 11.2 This Interlocal Agreement is not entered into with the intent that it shall
22 benefit any City or Town not signing this agreement, and no other person or

1 entity shall be entitled to be treated as a third party beneficiary of this
2 Interlocal Agreement.

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4 12. If any term or condition of this Agreement or the application thereof to any
5 person(s) or circumstances is held invalid, such invalidity shall not affect
6 other terms, conditions, or applications which can be given effect without the
7 invalid term, condition, or application. To this end, the terms and conditions
8 of this Agreement are declared severable.

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10 13. This Agreement may be executed in counterparts, each of which shall
11 constitute an original, and all of which together shall constitute one and the
12 same document.

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14 14. Each of the individuals signing this Agreement on behalf of a municipal party
15 to this Agreement certifies that his or her signature has been authorized by
16 appropriate action by ordinance, resolution, or otherwise pursuant to the law
17 of that municipality to bind the municipality to the terms pf this Agreement.

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22 This Interlocal Agreement has been executed by the parties shown below
23 and is dated as of the _____ day of _____, 2003.

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SNOHOMISH COUNTY

(CITY OR TOWN)

Bob Drewel

County Executive

Mayor

APPROVED BY

APPROVED BY

SNOHOMISH

(CITY OR TOWN)

ORDINANCE NO. _____

ORDINANCE NO. _