

INTERLOCAL AGREEMENT BEA

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2 SNOHOMISH COUNTY AND ITS CITIES AND TOWNS 3 REGARDING SOLID WASTE MANAGEMENT 4 5 6 WHEREAS, Snohomish County and each of the Cities and Towns 7 executing this Agreement are authorized and directed by Chapter 70.95 RCW to 8 prepare a Comprehensive Solid Waste Management Plan, and are further 9 authorized by Chapter 39.34 RCW to enter into an Interlocal Agreement for the 10 administration and implementation of said Plan; and 11 12 WHEREAS, Snohomish County prepared a Comprehensive Solid Waste 13 Management Plan for the County and Cities and Towns of the county in 1990, and 14 updated that Plan with the active involvement of the Cities and Towns in 2001; and 15 16 WHEREAS, the 2001 Plan update calls for significant improvements to 17 and replacements for existing waste facilities, and the County has entered into a 18 waste export contract that expires in 2013, and in light of these factors long term 19 financial planning is desirable; and

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2	WHEREAS, providing the most effective and efficient system for	
3	managing solid waste generated in Snohomish county, including its Cities and	
4	Towns, requires use of the solid waste disposal system established by the Coun	nty
5	and the Comprehensive Plan of the County to the fullest extent possible;	
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7	NOW, THEREFORE, Snohomish County and each of the Cities and Towns si	gning
8	this Agreement agree as follows:	
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10	1. This Interlocal Agreement entirely replaces the previous Interlocal Agreement-S	olid
11	Waste Management that the parties entered into in 1990.	
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13	2. <u>Definitions</u> . For the purposes of this Interlocal Agreement, the following definition	ons
14	apply:	
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16	2.1. "City"/"Town" means a City or Town in Snohomish County, Washington that	ıt is a
17	signatory to this Interlocal Agreement Between Snohomish County And Its Citie	S
18	And Towns Regarding Solid Waste Management.	
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1 2.2. "Comprehensive Solid Waste Management Plan" or "Comprehensive Plan" 2 means the Snohomish County Comprehensive Solid Waste Management Plan issued 3 in March 2002 and as amended from time to time. 4 5 2.3. "County" means Snohomish County, Washington. 6 2.4. "Interlocal Agreement" means this Interlocal Agreement Between Snohomish 7 8 County and Its Cities and Towns Regarding Solid Waste Management. 9 10 2.5. "Person" means an individual, firm, association, partnership, political subdivision, 11 government agency, municipality, industry, public or private corporation, or any other 12 entity whatsoever. 13 14 2.6. "Solid Waste" means all putrescible and nonputrescible solid and semisolid 15 wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, 16 sewage sludge, demolition and construction wastes, abandoned vehicles or parts 17 thereof, and recyclable materials, with the exception of wastes listed in WAC 173-18 304-015 as may be amended from time to time. 19

1 2.7. "Solid Waste Handling" means the management, storage, collection, 2 transportation, treatment, utilization, processing, and final disposal of Solid Wastes, 3 including the recovery and recycling of materials from solid wastes, the recovery of 4 energy resources from such wastes or the conversion of the energy in such wastes to 5 more useful forms or combinations thereof, and as such term may be modified by 6 amendments to RCW 70.95.030 (23). 7 8 2.8. "System" means all facilities for Solid Waste Handling owned or operated, or 9 contracted for, by the County, and all administrative activities related thereto. 10 11 3. Responsibilities for Waste Disposal and System. For the duration of this Interlocal 12 Agreement, the County shall have the following responsibilities: 13 14 3.1. The County shall continue to provide for the efficient disposal of all Solid Waste 15 generated within unincorporated areas of the County and within each of the Cities and 16 Towns signing this Agreement to the extent, in the manner, and by facilities as 17 described in the Comprehensive Solid Waste Management Plan. The County shall not 18 be responsible for disposal of nor claim that this Agreement extends to Solid Waste

1		that has been eliminated through waste recycling activities in conformity with the	
2		Comprehensive Solid Waste Management Plan.	
3			
4		3.2. The County shall provide for the disposal of household hazardous wastes	
5		generated by residential households located in jurisdictions party to this Agreement at	
6		the System's existing Moderate Risk Waste Facility, or in another reasonable and	
7		similarly convenient manner.	
8			
9		3.3. The County shall continue to operate the System in a financially prudent manner,	
10		minimize fee increases, and use System revenues only for System purposes.	
11			
12		3.4. The System shall continue to be comprehensive, and include educational and	
13		other programs, as defined by the Comprehensive Plan.	
14			
15	4.	Comprehensive Plan. For the duration of this Interlocal Agreement, each City and	
16		Town shall participate in the Comprehensive Solid Waste Management Plan prepared	
17		and periodically reviewed and revised pursuant to chapter 70.95 RCW as may be	
18		amended from time to time, provided that any City or Town shall have the right to	
19		prepare or maintain its own comprehensive solid waste management plan and to	

assess a solid waste fee on its own residents. For the duration of this Interlocal

Agreement each City and Town, in conformity with RCW 70.95.080 (3), as may be

amended from time to time, authorizes the County to include in the Comprehensive

Solid Waste Management Plan provisions for the management of Solid Waste

generated within its corporate limits.

5. City Designation of County System for Solid Waste Disposal. Each City and Town shall, to the extent permitted by law, designate the County System for the disposal of all Solid Waste generated within the corporate limits of that City or Town, and within the scope of the Comprehensive Plan, and authorize the County to designate a disposal site or sites for the disposal of such Solid Waste except for recyclable and other materials removed from Solid Waste by waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan. This designation of the County System shall continue in full force until December 31, 2023. The designation of the County in this section shall not reduce or otherwise affect each City or Town's control over solid waste collection as permitted by applicable state law.

6. <u>Enforcement</u>. The County shall be primarily responsible for enforcement of laws and regulations requiring persons to dispose of Solid Waste at sites designated by the

County. Each City and Town shall cooperate with the County in its enforcement efforts, and by ordinance shall provide that any person that disposes of Solid Waste generated within that City or Town at a site other than a site designated by the County will be guilty of a misdemeanor, except where such disposal may be otherwise permitted by state law. To the extent legally possible, the County shall be responsible for bringing enforcement actions against persons violating state statutes or County ordinances relating to the disposal of Solid Waste at sites designated by the County. However, in instances in which the County lacks legal authority to bring an enforcement action, and any City or Town possesses that authority, the County may request that City or Town bring such enforcement action. The City or Town shall comply with any such request, or through the exercise of its authority under Chapter 35.21 RCW as may be amended from time to time, ensure that Solid Waste generated within the City or Town is disposed of at those sites designated by the County. The County shall pay as System costs all reasonable costs incurred by the City or Town in taking such enforcement or other actions that are requested in writing by the County. Indemnifications. 7.

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7.1. The County shall indemnify and hold harmless and defend each City and Town against any and all claims by third parties arising out of the County's operations of

the System, and have the right to settle those claims by third parties, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. 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 and 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 purpose 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 claims arising out of the collection of solid waste within the Cities and Towns prior to its delivery to a disposal site designated by the County or other activities under the control of the Cites or Towns. 7.2. If the County acts to defend a City or Town against a claim, the City or Town shall cooperate with the County.

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1 7.3. The County shall defend any City or Town against any challenge, whether 2 judicially or before an administrative hearings panel, to the Comprehensive Plan 3 elements adopted pursuant to this Interlocal Agreement. 4 5 7.4. For purposes of this section, reference to a City or Town and to the County shall 6 be deemed to include the officers, agents and employees of any such party, acting 7 within the scope of their authority. 8 9 8. <u>Duration</u>. This Interlocal Agreement shall continue to be in full force and effect until 10 December 31, 2023, unless terminated as described in the following paragraph. 11 12 Revision, Amendment, Supplementation or Termination. This Interlocal Agreement 13 shall be reviewed by the parties in conjunction with any review of the Comprehensive 14 Solid Waste Management Plan. The terms of the Agreement may be revised, 15 amended or supplemented, or the Agreement as a whole may be terminated only upon 16 the written agreement of all signatories to this Agreement executed with the same 17 formalities as the original. No revision, amendment, supplementation or termination 18 shall be adopted or put into effect if it impairs any contractual obligation of the 19 County.

or applications which can be given effect without the invalid term, condition or 1 2 application. To this end, the terms and conditions of this contract are declared 3 severable. 13. This Agreement may be executed in counterparts, each of which shall constitute an 4 5 original, and all of which together shall constitute one and the same document. 14. Each of the individuals signing this Agreement on behalf of a municipality party to 6 7 this Agreement, certifies that his or her signature has been authorized by appropriate action by ordinance, resolution or otherwise pursuant to the law of that municipality 8 9 to bind the municipality to the terms of this Agreement. 10 This Interlocal Agreement has been executed by the parties shown below and is dated 11 as of the 28th day of January, 2003. 12 13 SNOHOMISH COUNTY CITY OF ARLINGTON Margaret Laren

Deputy Executive

APPROVED BY

SNOHOMISH COUNTY

ORDINANCE NO. 07-147

for County Executive

Title
APPROVED BY
MOTION NO.
Or ORDINANCE NO.

COUNCIL USE ONLY
Approved: /-/6-08
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2	application. To this end, the terms and	conditions of this contract are declared	
3	severable.		
4	13. This Agreement may be executed in co	ounterparts, each of which shall constitute an	
5	original, and all of which together shal	I constitute one and the same document.	
6		greement on behalf of a municipality party to	
7		signature has been authorized by appropriat	
8	action by ordinance, resolution or otherwise pursuant to the law of that municipality		
9	to bind the municipality to the terms of this Agreement.		
10	This Interlocal Agreement has been executed by the parties shown below and is dated		
11	as of theday of		
12	uu 01	, 2004.	
12	SNOHOMISH COUNTY	CITY OF ARLINGTON	
	Aaron Reardon	Title	
	County Executive		
	APPROVED BY	APPROVED BY	
	SNOHOMISH COUNTY	MOTION NO	
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	Approved as to form: /		
	March Miller	,	
	Carol J. Weibel		
	Deputy Prosecuting Attorney		
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1	10. Solid Waste Advisory Committee
2	Pursuant to RCW 70.95.165 (3) and RCW 39.34.030 (4), and Snohomish County
3	Code section 7.34, a Solid Waste Advisory Committee shall continue operating as
4	specified in Snohomish County Code. Each City or Town entering into this
5	Agreement shall be represented equally on the Committee, and shall have at least one
6	voting member.
7,	
8	11. Miscellaneous.
9	11.1 No waiver by any party of any term or condition of this Agreement shall be
10	deemed or construed to constitute a waiver of any other term or condition or of
11	any subsequent breach whether of the same or of a different provision of this
12	Agreement.
13	
14	11.2 This Agreement is not entered into with the intent that it shall benefit any city or
15	town not signing this agreement, and no other person or entity shall be entitled to
16	be treated as a third party beneficiary of this Interlocal Agreement.
17	
18	12 If any term or condition of this contract or the application thereof to any
19	person(s) or circumstances is held invalid, such invalidity shall not affect other
20	terms, conditions or applications which can be given effect without the invalid term,
21	condition or application. To this end, the terms and conditions of this contract are
22	declared severable.

1	13. This Agreement may be executed	in counterparts, each of which shall	
2	constitute an original, and all of which together shall constitute one and the same		
3	document.		
4	14. Each of the individuals signing the	nis Agreement on behalf of a municipal party	
5	to this Agreement, certifies that his or her	signature has been authorized by	
6	appropriate action by ordinance, resolution or otherwise pursuant to the law of that		
7	municipality to bind the municipality to the terms of this Agreement.		
8			
9	This Interlocal Agreement has been execute	ed by the parties shown below and is dated	
10	as of the 28th day of January	, 2003.	
11 12			
13	SNOHOMISH COUNTY	BRIER -	
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15	Approved:	MUKILTEO	
16		SNOHOMISH	
17	·	WOODWAY	
18		Etc.	
19	MARK SOINE		
20 21	Deputy Executive	Wayne E. Kashe	
22	A County Executive		
23 24	APPROVED BY	APPROVED BY	
25	SNOHOMISH COUNTY	MOTION NO: <u>9/23/03</u> . Or	
26	ORDINANCE NO. <u>07-/47</u>	ORDINANCE NO	

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2	constitute an original, and all of which together shall constitute one and the same	
3	document.	
4	14. Each of the individuals signing this Agreement on behalf of a municipal part	Y
5	to this Agreement, certifies that his or her signature has been authorized by	
6	appropriate action by ordinance, resolution or otherwise pursuant to the law of that	
7	municipality to bind the municipality to the terms of this Agreement.	
8		
9	This Interlocal Agreement has been executed by the parties shown below and is dated	
10	as of the 27 day of August, 2003.	
11 12		
13	SNOHOMISH COUNTY BRIER	
14	EDMONDS	
15	MUKILTEO	
16	SNOHOMISH	
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ATTEST:

By Jorchie Corey, City Clerk

By / Mant K- Weel

Grant K. Weed, City Attorney

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