



Appendix E

INTERLOCAL AGREEMENT
SOLID WASTE MANAGEMENT

WHEREAS, Snohomish County and each of the Cities and Towns executing this Agreement are authorized and directed by Chapter 70.95 RCW to prepare a Comprehensive Solid Waste Management Plan, and are further authorized by Chapter 39.34 RCW to enter into an Interlocal Agreement for the administration and implementation of said Plan; and

WHEREAS, Snohomish County has prepared a Comprehensive Solid Waste Management Plan, including a recycling element, for the county and cities and towns of the county, said plan providing for the contingency that the City of Everett may elect not to be included in said plan; and

WHEREAS, providing the most effective and efficient control of solid waste generated in Snohomish County, including its cities and towns, requires use of the solid waste disposal system established by the county and the comprehensive plan of the county to the fullest extent possible;

NOW, THEREFORE, Snohomish County and the undersigned cities and towns agree as follows:

1. Definitions. For the purposes of this Memorandum, the following definitions apply:

1.1 "City"/"Town" means a City or Town in Snohomish County, Washington.

1.2 "Comprehensive Solid Waste Management Plan" or "Comprehensive Plan" means the Snohomish County Comprehensive Solid Waste Management Plan, including a recycling element, as adopted by Snohomish County Motion No. 90 - 052, and as amended from time to time.

1.3 "County" means Snohomish County, Washington.

1.4 "Interlocal Agreement" means this Interlocal Agreement Regarding Solid Waste Management.

1.5 "Person" means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

1.6 "Solid Waste" means solid waste as defined by RCW 70.95.030 (16) and WAC 173-304-100 (73) with the exception of wastes excluded by WAC 173-304-015.

1.7 "Solid waste handling" means the management, storage, collection, transportation, treatment, utilization, processing, and final disposal of solid wastes, including the recovery and recycling of materials from solid wastes, the recovery of energy resources from such wastes or the conversion of the energy in such wastes to more useful forms or combinations thereof, and as such term may be modified by amendments to RCW 70.95.030(17).

1.8 "System" means all facilities for solid waste handling owned or operated, or contracted for, by the County, and all administrative activities related thereto.

2. Responsibilities for Solid Waste Disposal. For the duration of this Interlocal Agreement, the County shall be responsible for the disposal of all Solid Waste generated within unincorporated areas of the County and within each of the Cities and Towns signing this Agreement to the extent provided in the Comprehensive Solid Waste Management Plan. The County shall not be responsible for disposal of nor claim that this Agreement extends to Solid Waste that has been eliminated through waste reduction or waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan.

3. Comprehensive Plan. For the duration of this Interlocal Agreement, each City and Town shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised every five years pursuant to chapter 70.95 RCW. For the duration of this Interlocal Agreement, each City and Town authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of solid waste generated in each City and Town.

4. City Designation of County System for Solid Waste Disposal. In the ordinance authorizing and approving this Interlocal Agreement, each

City and Town shall 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 generated within the corporate limits of that City or Town except for recyclable and other materials removed from solid waste by reduction or waste recycling activities under the Comprehensive Solid Waste Management Plan. This designation of the County System shall continue in full force and effect for a period of twenty years after the date of this Interlocal Agreement. The designation of the County in this section shall not reduce or otherwise affect each City's and Town's control over Solid Waste collection as permitted by applicable state law.

5. Enforcement. The County and the Snohomish Health District (SHD) shall be the entities 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 and SHD to aid the County and SHD in their enforcement efforts. For the duration of this Agreement, each City and Town shall maintain in effect an ordinance providing that any person that disposes of Solid Waste generated within that City or Town at a location other than a site designated by the County will be guilty of a misdemeanor. To the extent legally possible, the County and the SHD shall be responsible for bringing enforcement actions against persons violating state statutes, SHD regulations or County ordinances relating to the disposal of Solid Waste at sites designated by the County. However, in instances in which the County and the SHD lack legal authority to bring an enforcement action for the enforcement of applicable laws or regulations, and a City or Town possesses that authority, the SHD or the County may request that the City or Town may bring such enforcement action. The County shall pay for all costs incurred by a City or Town in bringing an enforcement action at the County's request for the enforcement of laws or regulations relating to the disposal of Solid Waste. Upon the request of the County, each City or Town may commence and prosecute procedures to revoke licenses or franchises previously granted by the City or Town to persons who the County and the SHD determine are violating laws relating to the disposal of Solid Waste; and the County shall indemnify any City or Town that takes such action in accordance with paragraph 7 of this Interlocal Agreement.

6. Waste Reduction and Recycling. The Cities and Towns and the County agree to cooperate to achieve the priorities for waste reduction, waste recycling and energy recovery set forth in the Comprehensive Solid Waste Management Plan.

7. Indemnifications.

7.1 Except as provided below, 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 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 providing a defense for a City or Town, the County shall exercise good faith in that defense or settlement so as to protect the City's or Town's interests. The County agrees to indemnify the participating Cities/Towns in the event that any cost was held not to be a proper cost to the system, whether caused by the misfeasance, malfeasance or intentional misconduct or wrongdoing of an officer or agent of the County or due to any other cause or liability which a court held not to be a proper charge 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 a City or Town prior to its delivery to a disposal site designated by the County or other activities under the control of a City or Town.

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

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

8. Duration. This Interlocal Agreement shall continue to be in full force and effect for twenty years from the date of this Agreement, unless terminated as described in the following paragraph.

9. Revision, Amendment, Supplementation or Termination. This Interlocal Agreement shall be reviewed by the parties every five years in conjunction with the review of the Comprehensive Solid Waste Management Plan. The terms of the Agreement may be revised, amended or

supplemented, or the Agreement as a whole may be terminated upon the agreement of both the County and a number of Cities and Towns signatory to this Interlocal Agreement whose residents at the time of revision, amendment, supplementation or termination total at least 60% of the total residents of such Cities and Towns. Any revision, amendment, supplement or termination shall be in writing, signed by the chief executives of the County and the agreeing Cities and Towns, and authorized by ordinance of the County and applicable City or Town. No revision, amendment, supplementation or termination shall be adopted or put into effect if it impairs any contractual obligation of the County.

10. Solid Waste Advisory Committee.

10.1. Pursuant to RCW 70.95.165 (3) and RCW 39.34.030(4) a Solid Waste Advisory Committee is hereby established for the purpose of providing active assistance and participation in the drafting of the Snohomish County Comprehensive Solid Waste Management Plan, and any amendments thereto, and for the purpose of rendering advice to Snohomish County regarding the administration and implementation of said Plan.

10.2 Membership of the Solid Waste Advisory Committee shall be as follows:

(1) Regular members. The Solid Waste Advisory Committee shall consist of:

(a) One member from each City and Town in Snohomish County which is a signatory to the effective County Comprehensive Solid Waste Management Plan, to be nominated by the council from that City or Town and appointed by the County Council.

(b) Five members selected, one representing the unincorporated area of each of the five County Council districts. The five members will be recommended by the Executive and appointed by the County Council. The Executive will provide candidates representing a wide spectrum of citizens and public interest groups and businesses who are residents of, or who are

representatives of firms licensed to do business in Snohomish County.

(c) Four nonvoting representatives from the recycling and waste management industry who are representatives of firms licensed to do business in Snohomish County. These members shall be recommended by the Executive and approved by the County Council.

(d) One ex officio, nonvoting representative from the Solid Waste Management Division.

(e) One ex officio, nonvoting representative from the Department of Ecology.

(f) One ex officio, nonvoting representative from the Snohomish Health District.

(2) Auxiliary Members. The regular membership of the Solid Waste Advisory Committee may appoint auxiliary members for a specific time period to serve on the Committee in a nonvoting capacity, for the purpose of providing specific information, technical advice, information of a general nature which is pertinent to the Committee's activities or any other form of assistance which will aid the Committee in carrying out its purposes.

(3) Term of Office. Terms of office for regular members shall be for a two-year period from the date of confirmation of appointment by the Council, whether the member is appointed at the commencement of an initial term or at a point thereafter.

10.3. Meetings. The Solid Waste Advisory Committee shall meet as required to carry out the purposes of the Committee. Meetings may be held at various locations within the County with written notification to the membership and chairman designating the time and place of such meetings. Meetings shall be held not less than quarterly. A quorum shall consist of a simple majority of the members on the Committee. A majority of the total voting membership of the Committee is required to pass a motion.

11. Miscellaneous.

11.1 No waiver by any party of any term or condition of this Interlocal 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 of a different provision of this Interlocal Agreement.

11.2 This Interlocal Agreement is not entered into with the intent that it shall benefit any City or Town not signing this agreement, and no other person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

11.3 Acceptable disposal options for special wastes shall be as provided by SCC 7.35 as now adopted and amended from time to time.

This Interlocal Agreement has been executed by the parties shown below and is dated as of the _____ day of _____, 1990.

SNOHOMISH COUNTY

WILLIS TUCKER
County Executive

APPROVED BY ORDINANCE NO. _____