



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 26, 2004

Ordinance 14882

Proposed No. 2004-0208.2

Sponsors Edmonds

1 AN ORDINANCE authorizing the county executive to enter
2 into interlocal agreements for the designation of disposal
3 sites.

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6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Findings:

8 A. King County owns and operates a solid waste system, which includes the
9 Cedar Hills regional landfill.

10 B. State law authorizes the county to designate disposal sites for solid waste, and
11 the King County council has exercised this authority as set forth in K.C.C. chapter 10.08.

12 C. A private solid waste handling company, Rabanco Ltd., recently filed a
13 lawsuit against the county. Among other claims, the lawsuit challenges the county's
14 authority to designate disposal sites under state law in the absence of an interlocal
15 agreement with counties in which Rabanco Ltd. has collection authority under a
16 certificate from the Washington Utilities and Transportation Commission which Rabanco
17 Ltd. consolidated in August of 2003.

18 D. The King County solid waste division was unaware of the consolidated
19 certificate until Rabanco Ltd. filed the lawsuit on March 30, 2004.

20 E. Although the county does not believe that such agreements are legally
21 mandatory, it is appropriate to enter into interlocal agreements with other counties to
22 designate disposal sites for solid waste collection from unincorporated King County
23 when the Washington Utilities and Transportation Commission has approved a
24 multicounty solid waste collection franchise.

25 F. These interlocal agreements are consistent with the county's Comprehensive
26 Solid Waste Management Plan and King County Code. The agreements do not make any
27 substantive changes in the operation of the King County regional solid waste system and
28 they will assist in implementing the designation of the county's solid waste system and
29 authorized solid waste disposal sites.

30 SECTION 2. The King County executive is hereby authorized to execute

31 interlocal agreements substantially in the same form as Attachment A to this ordinance
32 with any county in the state of Washington.

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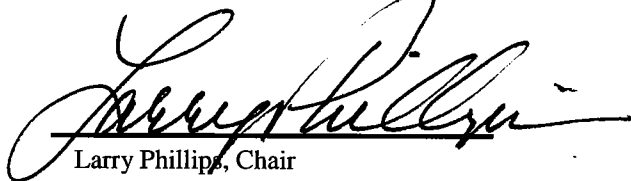
Ordinance 14882 was introduced on 4/19/2004 and passed as amended by the Metropolitan King County Council on 4/26/2004, by the following vote:

Yes: 13 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Pelz, Mr. McKenna, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons, Ms. Patterson and Mr. Constantine


No: 0

Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

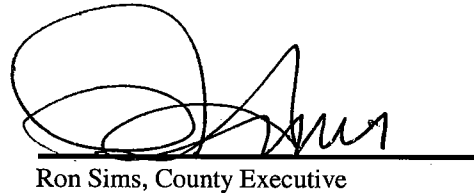

Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 6 day of May, 2004.


Ron Sims, County Executive

Attachments

A. Interlocal Agreement between King County and Snohomish County Concerning Solid Waste Disposal Site Designation

RECEIVED
2004 MAY - 7 AM 11:30
CLERK
KING COUNTY COUNCIL

**INTERLOCAL AGREEMENT
BETWEEN
KING COUNTY AND SNOHOMISH COUNTY
CONCERNING SOLID WASTE DISPOSAL SITE DESIGNATION**

THIS INTERLOCAL AGREEMENT ("ILA") is entered into between King County and Snohomish County, both political subdivisions of the State of Washington, and effective pursuant to Section 9 of this ILA.

1. RECITALS.

1.1 Chapter 36.58.040 RCW provides that counties may designate disposal sites for solid waste collected within their county, but further provides that

... for any solid waste collected by a private hauler operating under a certificate granted by the Washington utilities and transportation commission under the provisions of chapter 81.77 RCW and which certificate is for collection in a geographic area lying in more than one county, such designation of disposal sites shall be pursuant to an interlocal agreement between the involved counties.

1.2 Chapter 39.34 RCW, in addition to other authority, permits counties to enter into interlocal agreements concerning powers that may be exercised by either or both of them.

2. PURPOSE.

2.1 King County and Snohomish County have each provided for a system of solid waste handling for their respective counties.

2.2 This ILA coordinates the disposal of solid waste collected by solid waste haulers that hold Washington Utilities and Transportation Commission ("WUTC") certificates, pursuant to Chapter 81.77 RCW, that permit solid waste collection within areas of both King County and Snohomish County, and is consistent with the comprehensive solid waste management plans adopted by each county pursuant to RCW 70.95.080.

2.3 Consistent with RCW 36.58.040, this ILA confirms the policy that solid waste collected within each County be disposed at sites designated by the County in which the solid waste originated and was collected and that solid waste is not permitted to cross into the other County for disposal except as agreed upon by the Counties.

- 2.4 This ILA is concerned with solid waste collected in King and Snohomish Counties. Nothing in this ILA, however, should be construed (either directly or by implication) to deny King or Snohomish County the ability to direct and control the flow of solid waste within its own jurisdiction.
- 2.5 This ILA recognizes that a portion of the City of Bothell extends into Snohomish County, and that the entirety of that City falls under the jurisdiction of the King County solid waste management plan. Nothing in this ILA should be construed as requiring solid waste generated and collected in that part of Bothell to be disposed of in Snohomish County.
- 2.6 This ILA further recognizes that King County and Snohomish County agree to exercise good faith and best efforts to work cooperatively to address solid waste handling emergencies, if any should occur.

3. AGREEMENT.

Based on the acknowledgements and agreements contained in paragraphs 1 and 2, above, and consistent with county authority, including King County Code: Chapter 10.08.020 and Snohomish County Code Chapter 7.35, King County and Snohomish County agree as follows:

- 3.1 Except as allowed in paragraph 3.5 of this ILA, all solid waste collected within King County by a private solid waste hauler operating under a WUTC certificate that permits collection of solid waste in both King County and Snohomish County (an "inter-county certificate") shall be disposed of at disposal sites designated by King County.
- 3.2 Except as allowed in paragraph 3.5 or paragraph 3.6 of this ILA, all solid waste collected within Snohomish County by a private solid waste hauler operating under a WUTC certificate that permits collection of solid waste in both Snohomish County and King County (an "inter-county certificate") shall be disposed of at disposal sites designated by Snohomish County.
- 3.3 Any private solid waste haulers operating under an inter-county certificate shall operate collection routes such that no solid waste is collected from both King and Snohomish Counties in the same vehicle.
- 3.4 It is permissible for a private solid waste hauler, having collected waste in one of the two counties, to transport the solid waste through the other county for ultimate disposal in the county that the solid waste originated in if doing so is the most efficient route to the designated disposal site.
- 3.5 In the event that a solid waste handling emergency is declared by either King County or Snohomish County, the parties hereto agree to use good faith and best efforts to work together to address and resolve the emergency situation.

For purposes of this agreement, "a solid waste handling emergency" means a situation that disrupts the normal operation of disposal facilities of either county such that it is in the public interest for the counties to allow the disposal of solid waste collected in one county to be disposed of at specific disposal sites in the other county, for a specified period of time.

The primary contacts for each County are identified in section 7 (hereafter "county representatives").

If a solid waste handling emergency is declared, the parties recognize that the emergency may be either temporary (less than 12 months) or extended (more than 12 months).

Any solid waste handling emergency that is temporary (less than 12 months) may be handled by a mutual written agreement negotiated by the county representatives. The County Executive or the Executive's delegee is authorized to approve and execute written amendments to this agreement providing for the disposal of solid waste collected in one county to be disposed of at specific disposal sites in the other county, and providing compensation and other terms consistent with the temporary emergency.

Any solid waste handling emergency that is extended (more than 12 months) must be handled by specific legislative action by both King and Snohomish Counties.

For the purpose of this ILA, major construction to a transfer station facility that results in either the closure of the transfer facility or a significant reduction in its capacity shall be treated as a solid waste handling emergency.

- 3.6 For the purposes of this ILA, all solid waste collected within any portion of the City of Bothell lying within Snohomish County by a private solid waste hauler shall be treated the same as solid waste collected within King County.
- 3.7 Each County shall maintain in effect and promptly and actively enforce its ordinances requiring solid waste collected within its jurisdiction to be disposed or handled at locations or in the manner designated by that County. Nothing in this ILA shall give either County the authority to designate disposal sites in the other County, except in accordance with both Comprehensive Solid Waste Management Plans and applicable law.

4. **HOLD HARMLESS.**

- 4.1 Each party hereto agrees to indemnify and hold harmless the other party, and its officers, agents and employees, for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) including costs and reasonable attorney's fees to the extent such a claim arises or is caused

by the indemnifying party's own negligence or that of its officers, agents or employees in performance of this agreement.

5. **DURATION/TERM.**

5.1 This ILA shall continue to be in full force and effect for five (5) years from the effective date of this ILA, unless terminated earlier by mutual written agreement of the Parties, or automatically extended after review as provided in Paragraph 6.1 below.

6. **REVISION, AMENDMENT OR SUPPLEMENTATION.**

6.1 This ILA shall be reviewed by the parties every five (5) years no later than 30 days prior to expiration of the term of the ILA. At that time the ILA may be terminated by either party serving a 30 day notice of termination upon the other party. If no such notice is served the ILA will automatically be extended for another 5 years up to a total term of no more than 20 years.

6.2 The terms of this ILA may be revised, amended or supplemented only by written agreement of all parties. No revision, amendment or supplementation shall be adopted or put into effect if it impairs any contractual obligation of either King County or Snohomish County.

7. **NO SEPARATE LEGAL OR ADMINISTRATIVE AGENCY/ADMINISTRATION/HANDLING OF PROPERTY.**

7.1 No separate legal or administrative agency is created by this ILA.

7.2 No personal or real property will be jointly acquired to carry out the terms of this ILA.

7.3 Administration of this ILA shall be by the following county representatives:

King County Solid Waste Division Director
201 South Jackson Street
Suite 701
Seattle, WA 98104

and

Snohomish County Solid Waste Division Director
Wall Street Building
2930 Wetmore Avenue
Everett, WA 98201

8. ANCILLIARY TERMS.

8.1 No waiver by any party of any term or condition of this ILA 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 ILA.

8.2 No other person or entity shall be entitled to be treated as a third party beneficiary of this ILA.

8.3 This ILA contains the entire agreement of the parties.

9. NOTICE.

9.1 In witness whereof, this Agreement has been executed by each party on the date set forth below:

KING COUNTY

SNOHOMISH COUNTY

By: Ron Sims
Its: King County Executive

By: Aaron Reardon
Its: Snohomish County Executive

Date:_____

Date:_____

ATTEST:_____

ATTEST:_____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Senior Deputy Prosecuting Attorney

Senior Deputy Prosecuting Attorney