



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 20, 2011

Ordinance 17112

Proposed No. 2011-0248.2

Sponsors Ferguson

1 AN ORDINANCE relating to solid waste interlocal
2 agreements; authorizing the executive to enter into an
3 amendment to the 1988 solid waste interlocal agreement
4 with the city of Bothell extending the term of that
5 agreement from 2028 to 2057 and an interlocal with
6 Snohomish county related to solid waste management
7 services in areas of Snohomish county annexed to the city
8 of Bothell after January 1, 2011.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 **SECTION 1. Findings:**

11 A. King County is authorized to manage municipal solid waste generated and
12 collected within the corporate limits of cities with which it has solid waste interlocal
13 agreements pursuant to state law, King County Code and the 2001 Comprehensive Solid
14 Waste Management Plan.

15 B. King County has solid waste interlocal agreements with thirty-seven cities
16 located in its jurisdiction, including the city of Bothell. The interlocal agreements
17 provide that King County designate solid waste management facilities for all waste
18 generated and or collected within each city's corporate boundaries.

19 C. In 1992, the city of Bothell annexed territory from unincorporated Snohomish
20 county known as the Canyon Park Area and, in accordance with the 1988 solid waste
21 interlocal agreement, solid waste generated or collected from the annexed Canyon Park
22 Area was included in the King County solid waste management system.

23 D. Snohomish county and the city of Bothell have notified King County of
24 Bothell's intent to annex additional unincorporated areas of Snohomish county into
25 Bothell's corporate limits; this proposed annexation is known as the North East West
26 Bothell Annexation ("NEWBA").

27 E. Solid waste generated and collected in the NEWBA area has historically been
28 part of the Snohomish county solid waste management system. Attachment A to this
29 ordinance allows solid waste from the NEWBA annexed area, and other areas of
30 Snohomish county that may be annexed after January 1, 2011, to remain in Snohomish
31 county's solid waste management system.

32 F. The interlocal agreement between King County and the city of Bothell, which
33 is Attachment A to this ordinance, extends the term of the 1988 interlocal agreement
34 from 2027 to 2057, specifies that solid waste generated and collected in areas of
35 Snohomish county annexed by Bothell after January 1, 2011, will be part of the
36 Snohomish county solid waste system, and confirms that solid waste generated or
37 collected within all other portions of Bothell's corporate limits, either within or outside
38 King County, shall continue to be part of King County's solid waste management system.

39 G. The interlocal agreement between King County and Snohomish county, which
40 is Attachment B to this ordinance, establishes the counties' rights and responsibilities

41 with respect to solid waste management in areas of the city of Bothell annexed after
42 January 1, 2011.

43 SECTION 2. The King County executive is hereby authorized to enter into

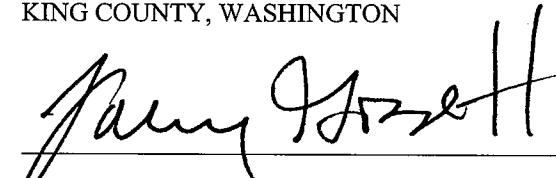
44 interlocal agreements with the city of Bothell and Snohomish county substantially in the
45 form of Attachments A and B to this ordinance.

46

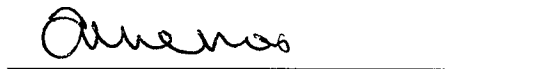
Ordinance 17112 was introduced on 5/31/2011 and passed by the Metropolitan King
County Council on 6/20/2011, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Patterson,
Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 23 day of JUNE, 2011.



Dow Constantine, County Executive

Attachments: A. Amendment No. 1 to the Solid Waste Interlocal Agreement - Agreement - Between
King County and the City of Bothell, B. Interlocal Agreement Between King County and Snohomish
County Related to Solid Waste Disposal -Revised June 8, 2011

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KING COUNTY COUNCIL
CLERK

**AMENDMENT NO. 1 TO THE SOLID WASTE INTERLOCAL AGREEMENT
("AGREEMENT") BETWEEN KING COUNTY AND THE CITY OF BOTHELL**

Whereas, King County ("County") and the City of Bothell ("City") entered into an Agreement with an effective date of January 1, 1988, to establish the parties' rights and responsibilities with respect to disposal of solid waste generated and/or collected within the corporate limits of the City; and

Whereas, the Agreement provides that the City shall authorize the County to designate disposal sites for the disposal of all solid waste, including moderate risk waste generated or collected within the corporate limits of the City, except for solid waste which is eliminated through waste reduction or waste recycling activities consistent with the King County Comprehensive Solid Waste Management Plan; and

Whereas, the Agreement further provides that no solid waste generated or collected within the City may be diverted from the designated disposal sites without County approval; and

Whereas, King County has designated facilities comprising the King County solid waste system for the disposal of solid waste generated and/or collected within the City; and

Whereas, effective April 30, 1992, the City annexed certain territory located in Snohomish County known as the "Canyon Park Area;" and

Whereas, to address the contractual obligation between the City and the County, the City entered into an agreement with Snohomish County dated October 28, 1992 providing that all solid waste generated in the City, including the Canyon Park Area, would be disposed of in the King County system; and

Whereas, the City is contemplating the annexation of additional territory in Snohomish County; and

Whereas, the City wishes to amend the Agreement with the County to allow solid waste generated in areas of Snohomish County annexed to the City after January 1, 2011 to be disposed through the Snohomish County solid waste system, and the County is willing to agree to such an amendment in exchange for an extension in the term of the Agreement; and

Whereas, the parties wish to amend the Agreement to the extent provided below.

Now therefore, the parties agree to the following amendments:

Section III. DURATION

The Agreement shall remain in effect through December 31, 2057.

Section VI. GENERAL OBLIGATION OF PARTIES

A new paragraph 6.1.h shall be added to read:

This Agreement shall not be construed to impose any contractual obligations on the County related to solid waste that the City disposes of through the Snohomish County solid waste system.

A new paragraph 6.2.c shall be added to read:

Notwithstanding paragraph 6.2b., the City may dispose of solid waste collected in areas of Snohomish County that are annexed to the City after January 1, 2011 through the Snohomish County solid waste system and may authorize Snohomish County to designate disposal sites for such solid waste; solid waste generated or collected within all other portions of the corporate limits of the City (either within or outside King County) shall be disposed through the King County solid waste system throughout the term of the Agreement at sites designated by King County.

VIII. LIABILITY

A new section 8.7 shall be added to read:

The City shall indemnify and hold harmless the County and shall have the right and duty to defend the County through the City's attorneys against any and all claims arising out of the City's disposal of solid waste through the Snohomish County solid waste system. In providing such defense of the County, the City shall exercise good faith in such defense or settlement so as to protect the County's interest.

A new section 8.8 shall be added to read:

In the event the County incurs attorney fees and/or costs to enforce the provisions of this Agreement due to the City's actions or failure to act, including, without limitation, provisions related to the City's obligations to cause the delivery of solid waste to County-designated disposal sites during the term of the Agreement, such attorney fees and costs shall be recoverable from the City in the event that the County prevails in a court of competent jurisdiction and/or the City is found to be at fault by a court of competent jurisdiction.

All other terms and conditions provided in the Agreement shall continue in effect throughout the duration of the Agreement. In the future, the parties may mutually agree to enter into an agreement to replace the Agreement, provided however, that the term of the new agreement shall be at least as long as the term of the Agreement as extended in this amendment.

CITY OF BOTHELL

KING COUNTY

Mayor

King County Executive

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Deputy Prosecuting Attorney

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND
SNOHOMISH COUNTY RELATED TO SOLID WASTE DISPOSAL**

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement") BETWEEN KING COUNTY ("King County") AND SNOHOMISH COUNTY ("Snohomish County") RELATED TO SOLID WASTE DISPOSAL is entered into on this _____ day of _____, 2011. Collectively, King County and Snohomish County are referred to as the "Parties."

1. Recitals.

1.1 King County and the City of Bothell entered into the Solid Waste Interlocal Agreement ("Agreement") with an effective date of January 1, 1988, to establish the parties' rights and responsibilities with respect to disposal of solid waste generated and/or collected within the corporate limits of the City.

1.2 The City of Bothell wishes to amend the Agreement to allow solid waste generated in areas of Snohomish County annexed to the City after January 1, 2011 to be disposed through the Snohomish County solid waste system, and King County has indicated a willingness to consider such an amendment on certain terms and conditions.

2. Agreement.

2.1 The Parties agree that Snohomish County may require through an agreement with the City of Bothell that solid waste generated or collected within areas of Snohomish County that are annexed to the corporate limits of the City of Bothell after January 1, 2011, be disposed through the Snohomish County solid waste system throughout the term of this Interlocal Agreement.

2.2 The Parties agree that the Agreement requires that solid waste generated or collected within all other portions of the corporate limits of the City of Bothell (either within or outside King County) be disposed of through the King County Solid Waste system throughout the term of the Agreement, as it may be extended from time to time.

2.3 This Interlocal Agreement does not create any cause of action or other rights in the Parties in any way related to any agreement between the City of Bothell and King County or between the City of Bothell and Snohomish County that addresses disposal of solid waste generated or collected within the corporate limits of the City.

3. Effective Date.

This Interlocal Agreement shall become effective when all of the following have occurred: 1) the Parties have duly authorized and executed this Interlocal Agreement, 2) this Interlocal Agreement has been filed and recorded as provided in Paragraph 9, and 3) King County and Bothell have duly authorized and executed AMENDMENT NO. 1 TO THE SOLID WASTE INTERLOCAL AGREEMENT ("AGREEMENT") BETWEEN KING COUNTY AND THE CITY OF BOTHELL as attached to King County Proposed Ordinance 2011-0248.

4. Duration/Term.

This Interlocal Agreement shall continue to be in full force and effect through December 31, 2057 unless terminated earlier by mutual written agreement of the Parties.

5. Revision, Amendment or Supplementation.

The terms of this Interlocal Agreement may be revised, amended or supplemented only by written agreement of the Parties. Any revision, amendment or supplement shall be approved with the same formalities as the original. No revision, amendment or supplementation shall be adopted or put into effect if it impairs any contractual right or obligation of either King County or Snohomish County.

6. Nondiscrimination.

King County shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Interlocal Agreement constitutes a certification by King County of King County's compliance with the requirements of Chapter 2.460 SCC. If King County is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Interlocal Agreement may be subject to a declaration of default and termination at Snohomish County's discretion. This provision shall not affect King County's obligations under other federal, state, or local laws against discrimination.

7. No Separate Legal Or Administrative Agency/Administration/Handling Of Property.

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

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

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

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

Snohomish County Solid Waste Division
Director
M/S 607
3000 Rockefeller Ave.
Everett, WA 98201

8. No Third Party Beneficiaries.

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

9. Filing.

A copy of this Interlocal Agreement shall be filed and recorded with the Snohomish County Auditor's Office and with the King County Records and Licensing Services Division.

IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement on the dates indicated.

King County

Snohomish County

King County Executive

Snohomish County Executive

Date:

Date:

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

Deputy Prosecuting Attorney