AGREEMENT REGARDING
SOLID WASTE MANAGEMENT

Section 1. AGREEMENT. This Agreement Regarding Solid Waste Management ("Agreement") is among Island County, Washington ("County") and the cities and towns ("cities") located in the County that determine pursuant to RCW 70.95.080 to contract with the County for solid waste planning and management. The County and cities entering this Agreement are the "Parties." The Parties agree as follows.

Section 2. RECITALS/PURPOSE.

2.1 Island County and each of the cities executing this Agreement are authorized and directed by Chapter 70.95 RCW to prepare a Comprehensive Solid and Moderate Risk Waste Management Plan (Comprehensive Plan), and are further authorized by RCW 70.95.080, and other authority including but not limited to RCW 36.58.040 and RCW 35.21.152, to contract for the administration and implementation of a Comprehensive Plan.

2.2 Island County has prepared a Comprehensive Plan which has been approved by the Washington State Department of Ecology and adopted by the Board of Island County Commissioners. The adopted Plan includes a Moderate Risk Waste Element and a Recycling element for the County and cities of the County.

2.3 Providing the most effective and efficient management and control of solid waste generated in Island County, including its cities, requires designation and use of the solid waste handling and disposal system established by the County and the County Comprehensive Plan to the fullest extent possible. This Agreement designates and provides for the use of the County System by the cities. The County System will incorporate any mutually approved changes in a city’s operation as part of that system, by separate agreement with any such city.

Section 3. DEFINITIONS. For the purposes of this Agreement, and unless the context provides otherwise, the following definitions apply.

3.1 "Agreement" means this Agreement Regarding Solid Waste Management.

3.2 "City" means a city or town located in Island County, Washington, that signs this Agreement.

3.3 "Comprehensive Solid and Hazardous Waste Management Plan" or "Comprehensive Plan" means the Island County Comprehensive Solid and Hazardous Waste Management Plan, including a recycling element, as adopted by Island County on [______________], as amended from time to time thereafter.

3.4 "County" means Island County, Washington.

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

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

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3.7 "Solid Waste" means solid waste as defined by RCW 70.95.030(22) and WAC 173-350-100 with the exception of wastes excluded, by WAC 173-350-020 as now in effect or hereafter amended.

3.8 "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 the term "solid waste handling" may be modified by amendments to RCW 70.95.030(23).

Section 4. RESPONSIBILITY FOR SOLID WASTE DISPOSAL. For the duration of this 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, consistent with the Comprehensive Plan. The County shall not be responsible for disposal of, and this Agreement does not apply to, Solid Waste that has been eliminated through waste reduction or waste recycling activities in conformity with the Comprehensive Plan.

Section 5. COMPREHENSIVE PLAN. For the duration of this Agreement, each city shall participate in the Comprehensive Plan prepared and periodically reviewed and revised every five years pursuant to chapter 70.95 RCW. By this Agreement, each city authorizes the County to include in the Comprehensive Plan provisions for the management and handling of solid waste generated in each City.

Section 6. CITY DESIGNATION OF COUNTY SYSTEM FOR SOLID WASTE DISPOSAL. By this Agreement each City hereby designates the County System for the disposal of all Solid Waste generated within the corporate limits of that City. And, within the scope of the Comprehensive Plan, each city authorizes the County to designate a disposal site or sites for the disposal of all Solid Waste generated within the corporate limits of that City, except for (1) recyclable and other materials removed from solid waste by reduction or waste recycling activities under the Comprehensive Plan, and (2) those wastes including hazardous or hard-to-handle wastes either prohibited by law or required by the County Solid Waste Department to be specially handled. This designation of the County System shall continue in full force and effect for a period of seven (7) years after the effective date of this Agreement except as provided in Agreement Section 12. The designation of the County System in this Agreement shall not reduce or otherwise affect each city’s control over Solid Waste collection as permitted or required by applicable state law.

Section 7. FINANCE AND BUDGETING.

7.1 The County will prepare and submit to a city or its contract-hauler on a monthly basis an invoice listing the weight in tons of Solid Waste delivered by a city or contract-hauler to the County’s Coupeville Transfer Station (or, as provided by separate contract, the City of Oak Harbor’s Transfer Station). The Town of Coupeville and the City of Langley will reimburse Island County for processing and disposing of the delivered Solid Waste at the current disposal rate duly adopted by the Board of Island County Commissioners. (Note: any “billing charge” for the disposal of delivered Solid Waste is included in the adopted rate). The City of Oak Harbor will reimburse the County the invoiced amount for the cost of transport, disposal of Solid Waste, moderate risk waste handling and disposal, post-closure care costs, and other specific, mutually-agreed charges for which the City is responsible as detailed in Island County's adopted Solid Waste and Septage Rate Study and any other applicable agreement(s) between County and City of Oak Harbor.
7.2 If hazardous or dangerous waste of any origin, as defined in Chapter 173-303 WAC is found to be in a container of solid waste originating in a city (whether from municipal collector or contract-hauler), city will reimburse County the actual cost incurred in disposing of the hazardous waste at a permitted hazardous waste landfill.

7.3 Each party shall be responsible for budgeting and financing its own obligations under this Agreement.

Section 8. WASTE REDUCTION AND RECYCLING. The cities and the County hereby agree to cooperate to achieve the priorities for waste reduction and waste recycling set forth in the Comprehensive Plan or subsequent adopted revisions.

Section 9. HAZARDOUS WASTE ELIMINATION. To extent required by Federal and State law, each city will establish operating procedures for elimination and management of hazardous waste for municipal collectors and contract collectors, and will prevent hazardous waste from either municipal collectors and/or contract collectors from being transferred or delivered to the County System.

Section 10. DURATION – EFFECTIVE DATE. This Agreement shall take effect and be in force following execution by a duly authorized representative of the County and of a city (as to that city) – the “Effective Date.” The Agreement shall continue to be in full force and effect for seven (7) years from the Effective Date, unless terminated as described in Agreement Section 12.

Section 11. NO SEPARATE LEGAL AGENCY OR PROPERTY.

11.1 No separate legal or administrative agency is created by this Agreement. Administration of this agreement shall be by the County, working through the below-identified city representatives.

County
Island County Solid Waste Manager
P.O. Box 5000
Coupeville, WA 98239

City of Langley

Town of Coupeville

City of Oak Harbor

11.2 Each party will be responsible for acquiring, holding and disposing of property, real and/or personal, to carry out the terms of this Agreement. This Agreement does not provide for or authorize the joint acquisition, holding or disposition of any property.

Section 12. REVISION, AMENDMENT, SUPPLEMENTATION OR TERMINATION. This Agreement shall be reviewed by the parties every five (5) years. At that time the terms of the Agreement may be revised, amended or supplemented upon written agreement of participating parties. No revision, amendment or supplementation shall be adopted or put into effect if it impairs any contractual obligation of the County. This Agreement may be terminated by either party prior to the expiration date in conjunction with the revision of the Comprehensive Plan as described in Agreement
Section 13. **MISCELLANEOUS.**

13.1 No waiver by any party of any term or condition of this 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 Agreement.

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

13.3 Passage of this Agreement replaces, rescinds and supersedes any prior contract or agreement between any of the contracting parties dealing with or relating to solid waste handling in Island County.

13.4 This Agreement shall be construed pursuant to the laws of Washington. The venue for any dispute arising out of or relating to this Agreement shall be the Superior Court of the State of Washington for Island County.

13.5 No provision or provisions of this Agreement or any authority granted by this Agreement is intended to create or result in any personal liability for any public official or employee or agent of the County or a city, nor shall any provision or provisions of this Agreement be construed to create any such liability.

13.6 This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

13.7 This Agreement contains the complete statement of the understanding of the Parties with respect to the subject matter of this Agreement. There are no other representations, agreements, or understandings, oral or written, by the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. Each Party acknowledges and represents to the other Party that it is executing this Agreement solely in reliance upon its own judgment and knowledge and that it is not executing this Agreement based upon the representation or covenant of the other Party, or anyone acting on such Party's behalf, except as expressly stated herein.

[Remainder of this page blank. Signature page follows.]
AGREEMENT REGARDING SOLID WASTE MANAGEMENT

SIGNED:

______________________________  ________________________________
Board of Island County Commissioners  City of Oak Harbor
HELEN PRICE-JOHNSON, Chair  SCOTT DUDLEY, Mayor

Date:________________________  Date:________________________

See Agreement with Town of Coupeville  See Agreement with City of Langley
Town of Coupeville  City of Langley

Date:________________________  Date:________________________

APPROVED AS TO FORM:

______________________________
David L. Jamieson, Jr.
Deputy Prosecuting Attorney