

INTERLOCAL AGREEMENT

GRANT COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

This agreement is executed by and between Grant County ("County") and the following governmental entities (hereinafter jointly referred to as "the Cities"):

1. Town of Coulee City
2. Town of Coulee Dam
3. City of Electric City
4. City of Ephrata
5. Town of George
6. City of Grand Coulee
7. Town of Hartline
8. Town of Marlin (Krupp)
9. Town of Mattawa
10. City of Moses Lake
11. City of Quincy
12. City of Royal City
13. City of Soap Lake
14. City of Warden
15. Town of Wilson Creek

for the purposes of establishing an integrated and coordinated solid waste management program for Grant County; fulfilling the Cities' and County's obligations under Chapter 70.95 RCW, and other state and federal laws and regulations governing solid waste management; and contributing to the health and safety of all Grant County residents. The parties make and enter into this Interlocal Agreement ("Agreement") effective 12 day of June, 2007, for the purposes and under terms contained herein.

Definitions

For the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the parties shall use the definitions found in RCW 70.95.030, WAC 173-350, and WAC 173-351, unless otherwise indicated herein.

Recitals

WHEREAS, the parties recognize the need and obligation to meet federal and state mandates for solid waste planning and management; and

WHEREAS, the parties believe that the comprehensive solid waste management plan ("Plan") can best be accomplished under the leadership of the County in cooperation with the Cities; and

WHEREAS, the Cities agree that to implement the County's Plan, the County must control the flow and disposal of all solid wastes originating within the Cities, and that are to be landfilled and or otherwise disposed or recycled; and

WHEREAS, programs of solid waste reduction and recycling can be most effective when carried out pursuant to a coordinated Plan; and

WHEREAS, the County must have adequate funding to acquire, construct, and operate a County landfill and otherwise meet its financial obligations for solid waste planning and management as required by law; and

WHEREAS, the Cities are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW.

THEREFORE, in consideration of mutual promises and covenants herein, it is hereby agreed:

1. Authority and Responsibilities of the County: The Cities hereby delegate and grant to the County the following authorities and obligations to be exercised and assumed by the County on behalf of the Cities with only such limits as are herein specifically enumerated or provided by law. The County shall:
 - a. Prepare and submit for approval on behalf of the Cities and County a Plan as provided in RCW 70.95.080 and related provisions of law. Such Plan as finally prepared, amended, or modified shall be binding upon the Cities in their solid waste management;
 - b. Implement, in cooperation with the Cities, waste reduction and recycling programs within such Cities, as well as in unincorporated areas, all as enumerated in the Plan. Where appropriate and agreed, the County may provide funding to the Cities to implement such waste reduction and recycling programs;
 - c. Include the Cities in a solid waste disposal district if such district is formed under the provisions of RCW 36.58.100 – 150.
 - d. Be responsible for disposal of all solid waste generated within unincorporated areas of the County and within each of the Cities signing this Agreement to the extent provided in the 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 Plan.

2. Responsibilities of the Cities: The Cities hereby agree:
 - a. That their cooperation with the County shall include, where appropriate, provisions in its franchise agreements with waste haulers to implement curbside recycling or other waste reduction and recycling programs of the adopted Plan;

- b. To provide for mandatory solid waste collection within such Cities for the duration of this Agreement;
 - c. To authorize the County to include in the Plan provisions for the management of solid waste generated in each City;
 - d. To cooperate in implementing Plan elements, particularly those related to solid waste reduction and recycling.
 - e. To establish operating procedures for elimination and management of hazardous waste for municipal collectors and contract collectors, and to prevent such hazardous waste from being transferred or delivered to the County to extent required by Federal and State law, except as provided in an adopted Moderate Risk Waste Management Plan and approved contracts with licensed transporters; and
 - f. To participate in the Plan prepared and periodically reviewed and revised every five years pursuant to chapter 70.95 RCW.
3. **Financing:** Each party shall be responsible for budgeting and financing its own obligations under this Agreement.
4. **Duration:** This Agreement shall continue until rescinded, terminated as herein provided, or until adoption of a subsequent plan update.
5. **Termination of Agreement:** This Agreement may be rescinded and all obligations herein terminated only by written consent of all the parties hereto. This Agreement hereby replaces and supersedes all previous agreements between the named parties on the subject of solid waste. The Cities agree:
 - a. That termination will not absolve them of responsibility for meeting financial and other obligations outstanding at the time of termination;
 - b. That prior to termination, a withdrawing City will prepare and receive the Washington State Department of Ecology's approval of its own solid waste management plan;
 - c. Any assets owned separately by a withdrawing City shall remain the property of that City; and
6. **Liability:** In entering into this Agreement, neither the Cities or County assumes liability for the actions or activities of the others, except as provided by law or as may be agreed by the Cities and the County from time to time.
7. **Implementing Agreements:** The Cities agree that routine operating agreements may be required from time to time to accomplish the purposes of this Agreement and the Plan. Any such operating agreement or understanding executed to implement this

Agreement or the Plan which is signed by the County Commissioners and the Mayors shall be presumed to be binding on the Cities unless contrary to law.

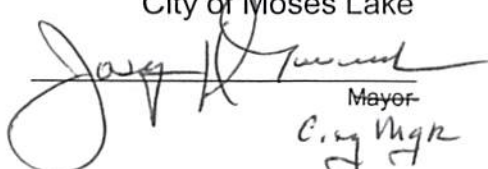
8. Amendments: Amendments to this Agreement shall only be made by written agreement of all the parties hereto.
9. Admission Of New Parties:
 - a. It is recognized that public entities other than the original Cities hereto may wish to hereafter join in this Agreement.
 - b. Additional public entities may be added upon such terms and conditions as the then participating Cities shall unanimously agree upon.
 - c. The terms of and conditions upon the admission of such additional parties shall be evidenced by a written addendum to this Agreement signed by the then participating City and the additional party.

IN TESTIMONY WHEREOF, the Cities and the County hereto have caused this Agreement to be executed by their duly authorized governing authorities as of the day and year first written above.


10. ATTEST:



City Clerk

City of Moses Lake



Mayor
C. H. Mgr

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:

24th day of May, 2007



Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
OF GRANT COUNTY, WASHINGTON



Chair


Member


Member