

1

November 27, 2013

[MR] Sponsor: _____
Proposed No.: 2013-0247 _____

1 **AMENDMENT TO PROPOSED ORDINANCE 2013-0247, VERSION 1**

2 On page 2, line 27, after "continues the" strike "regional" and insert "interjurisdictional"

3

4 Delete Attachment A, Amendment No. 1 Solid Waste Interlocal Agreement –Bothell and

5 insert Attachment A, Amendment No. 1 Solid Waste Interlocal Agreement –Bothell

6 Revised December 3 2013

7 **EFFECT: Replaces the reference to "regional" collaborative process with**

8 **"interjurisdictional" collaborative process.**

9

10 **Replaces the attachment as transmitted, which includes a duplicative provision to**

11 **amend the interlocal agreement with a December 2040 expiration date, with a**

12 **corrected attachment that does not include the expiration date amendment, leaving**

13 **intact the December 2040 expiration date in the Amended and Restated Solid Waste**

14 **Interlocal Agreement.**

15

**AMENDMENT NO. 1 TO THE AMENDED AND RESTATED
SOLID WASTE INTERLOCAL AGREEMENT (“AGREEMENT”) BETWEEN
KING COUNTY AND THE CITY OF BOTHELL REVISED DECEMBER 3 2013**

Whereas, King County (“County”) and the City of Bothell (“City”) entered into an Amended and Restated Solid Waste Agreement (“Agreement”) with an effective date of _____, 2013, 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Whereas, the Agreement superseded the prior Solid Waste Interlocal Agreement entered into between the parties in 1988 and Amendment No. 1 to that Agreement entered into in 2011; and

Whereas, the Agreement provides that the City shall authorize the County to designate disposal sites for the disposal of all solid waste and moderate risk waste which is authorized to be delivered to the County’s solid waste system in accordance with all applicable Federal, State and local environmental health laws, rules or regulations and is generated and/or collected within the corporate limits of the City, except for solid waste which is eliminated through waste prevention 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; and

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

Now therefore, the parties agree to the following amendments:

Section IV. GENERAL OBLIGATION OF PARTIES

A new paragraph 6.1.i 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 2, 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.

Section VIII. LIABILITY

A new section 8.8 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 8.9 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

Its: _____

King County Executive

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM

City Attorney

Deputy Prosecuting Attorney