AGREEMENT FOR SOLID WASTE MANAGEMENT

Between

KING COUNTY and KITTITAS COUNTY

THIS AGREEMENT, which designates responsibility for solid waste management, (the "Agreement"), is made and entered into this ____ day of _____, 2012, by and between Kittitas County (hereinafter called "KITTITAS COUNTY") and King County, a Charter County and municipality of the State of Washington (hereinafter called "KING COUNTY"), both of which are located in and existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as "Parties" or individually as "Party."

1. Recitals.

1.1 WHEREAS, KING COUNTY and KITTITAS COUNTY are authorized to plan for and manage municipal solid waste generated and collected within their unincorporated jurisdiction pursuant to state and local laws, including Chapters 70.95 and 36.58 RCW, the Kittitas County Code and the King County Code, and through their Comprehensive Solid Waste Management Plans (CSWMP) prepared in accordance with RCW 70.95.080; and

1.2 WHEREAS, as part of their solid waste handling responsibilities, KING COUNTY and KITTITAS COUNTY have entered into Solid Waste Interlocal Agreements (ILA or ILAs) with the majority of the cities located within their respective jurisdictions through which the counties have designated specific solid waste transfer and disposal sites within their respective jurisdictions; and

1.3 WHEREAS, historically solid waste generated and collected within the Snoqualmie Pass Rural Town, which is located in unincorporated King County and depicted in the attachment to this Agreement, has been disposed in Kittitas County; and

1.4 WHEREAS, KING COUNTY and KITTITAS COUNTY possess authority to enter into this Agreement pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act).

NOW, THEREFORE, in consideration of the terms and conditions contained herein, KING COUNTY and KITTITAS COUNTY hereby agree to the following:

2. Agreement.

2.1. KING COUNTY agrees to designate KITTITAS COUNTY'S solid waste department for disposal of solid waste generated and collected in the Snoqualmie Pass

Rural Town, located in unincorporated King County, which is depicted and described in the attachment and incorporated into this Agreement as though set forth in full.

2.2 Monies generated by the collection and disposal of solid waste generated in the Snoqualmie Pass Rural Town will be adequate compensation to KITTITAS COUNTY for providing this service.

3. Effective Date.

This Agreement shall become effective when all of the following have occurred: (1) the Parties have duly authorized and executed this Agreement; and (2) this Agreement has been posted on KITTITAS COUNTY'S website and filed and recorded with KING COUNTY'S Records and Licensing Services Division.

4. Duration and Termination.

4.1 This Agreement is effective on the latest date it is signed by one of the Parties and shall remain in place indefinitely until terminated by operation of law or by thirty (30) days written notice by either Party.

4.2 Any Party may terminate this Agreement upon thirty (30) days written notice either personally delivered or mailed postage-prepaid by certified or registered mail, return receipt requested, to the Party's last known address for the purposes of giving notice under this paragraph.

5. No Separate Legal or Administrative Agency/Administration/Handling of Property.

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

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

5.3 The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest. Each Party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each Party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

5.4 The Parties agree that they will jointly administer this Agreement through the following county representatives:

King County Solid Waste Division Director
201 S. Jackson Street, Suite 701
Seattle, WA 98104-3854
Phone: (206) 296-4385

Kittitas County Solid Waste Director
925 Industrial Way,
Ellensburg WA 98926
Phone: (509) 962-7542

6. Indemnification, Hold Harmless and Dispute Resolution.

Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees during the performance of this Agreement, and further agrees to save, indemnify, defend, and hold the other Party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be consistent with RCW 36.01.050. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.

7. Ancillary Terms.

7.1 Notice. Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (1) personally delivered, or (2) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (3) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the day after transmission) to the Parties' addresses set forth in Section 5, above.

7.2 Amendment or Modification. This Agreement may be changed, modified, amended or waived only by written agreement signed by the Parties and adopted by resolution of each Party's legislative authority.

7.3 Assignment. Neither Party may assign its rights or delegate its duties under this Agreement, whether by assignment, delegation, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

7.4 Entire Agreement. The provisions in this Agreement represent the entire and integrated agreement of the Parties and may not be modified or amended except as provided herein. Any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a

modification of the terms of this Agreement unless stated to be such through written approval by both Parties, which shall be attached to the original Agreement.

7.5 Benefit of Legal Counsel. This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. No stricter construction or interpretation of the terms hereof shall be applied against any Party as the drafter hereof. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

7.6 Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

APPROVED:

DATE:_____

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

_____
Alan Crankovich, Chair

_____
Obie O'Brien, Vice Chair

_____
Paul Jewell, Commissioner

KING COUNTY

By:_____
King County Executive

RECOMMENDED:

ATTEST:

By: _____
Julie Kjorsvik, Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy Prosecuting Attorney