

402-05-003

 ORIGINAL

21
09/13/05

INTERLOCAL AGREEMENT
BETWEEN CLALLAM COUNTY
AND THE CITIES OF FORKS, SEQUIM, AND PORT ANGELES

REGARDING THE COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

1. RECITALS/PURPOSE

- 1.1. Clallam County and each of the Cities executing this Agreement are authorized and directed by RCW Chapter 70.95 to prepare a Comprehensive Solid Waste Management Plan, and are further authorized by RCW 70.95.080 and RCW Chapter 39.34 to enter into an Interlocal Agreement for the preparation and implementation of said Plan.
- 1.2. Clallam County prepared a Comprehensive Solid Waste Management Plan, which was approved by the Washington State Department of Ecology and adopted by the Clallam County Board of Commissioners in the year 2000. This Agreement authorizes the County to update the Plan.

2. DEFINITIONS

- 2.1. "City" means an incorporated City located in Clallam County, Washington.
- 2.2. "Comprehensive Solid Waste Management Plan" means the Clallam County Comprehensive Solid Waste Management Plan, as adopted by Clallam County in November 2000, and as amended thereafter.
- 2.3. "County" means Clallam County, Washington.
- 2.4. "Solid Waste" means solid waste as defined by RCW 70.95.030, as now in effect or amended hereafter.
- 2.5. "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 such term may be modified by amendments to RCW 70.95.030 (17).

3. RESPONSIBILITIES FOR SOLID WASTE DISPOSAL

- 3.1. The County shall be responsible for the disposal of all solid waste generated within unincorporated areas of the County and each City shall be responsible for the disposal of solid waste generated within its jurisdiction to the extent provided in the Comprehensive Solid Waste Management Plan. The County and Cities shall not be responsible for disposal of solid waste that has been eliminated through waste reduction or recycling activities in conformity with the Comprehensive Solid Waste Management Plan.

4. COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

- 4.1. For the duration of this Interlocal Agreement, each City shall participate in the Comprehensive Solid Waste Management Plan update process and make a good faith effort to adopt the plan pursuant to chapter 70.95 RCW.

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4.2. For the duration of this Interlocal Agreement, each City authorizes the County to include in the Comprehensive Solid Waste Management Plan information regarding the management of solid waste generated in each City. Each City agrees to provide information on solid waste programs and applicable data to the County as needed for solid waste planning purposes.

5. FINANCING

5.1. Each party shall be responsible for budgeting and financing its own obligations under this agreement. Financing is based on each City's percent contribution to the County's total waste stream.

5.2. The obligation of each participant is shown in the table below. Each participant agrees to contribute the amount shown on or before the date the contribution is due. :

*Cash
Transfer*

	2005 Due by 12/1/2005	2006 Due by 2/1/2006
City of Forks	\$249.00	\$798.00 →
City of Port Angeles	\$1,895.00	\$6,066.00
City of Sequim	\$548.00	\$1,756.00 →
Clallam County	\$2,294	\$7,344.00
	<u>4086</u>	<u>15,964</u>

*How much time in
2005
* Grand Stream
how to cash?*

6. DURATION

6.1. This Interlocal Agreement shall continue to be in full force and effect for the duration of the update process and will expire upon adoption of the updated plan by the county and approval of the updated plan by the Washington State Department of Ecology, unless terminated as described in paragraph 9.

7. NO SEPARATE LEGAL OR ADMINISTRATIVE AGENCY FORMED

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

8. Each participant shall appoint one person to be the representative of the participant for all matters concerning the administration and implementation of this agreement.

8.1. The following are the representatives for each participant:

- Mr. Rod Fleck, City Attorney/Planning (Forks)
- Mr. Glenn Cutler, Director of Public Works and Utilities (Port Angeles)
- Mr. Bill Elliot, City Manager (Sequim)
- Mr. Craig A. Jacobs, Public Works Director (Clallam County)

8.2. A participant may change its representative at any time by giving to the other participants written notice naming the new representative.

9. REVISION, AMENDMENT, SUPPLEMENTATION, OR TERMINATION

9.1. At any time, the terms of this Agreement may be revised, amended or supplemented only by written agreement of all the parties.

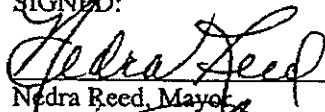
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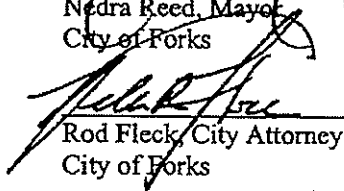
10. MISCELLANEOUS

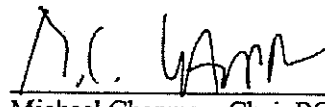
- 10.1. No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a difference provision of this Interlocal Agreement.
- 10.2. No other person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.
- 10.3. The effective date of this agreement is the date the last agreeing party affixes its signature.

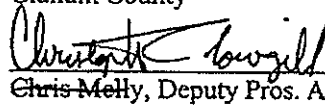
INTERLOCAL AGREEMENT REGARDING THE COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

SIGNED:

 _____ Date: 7-25-05
Nedra Reed, Mayor
City of Forks

 _____ Date: 25 July 05
Rod Fleck, City Attorney
City of Forks

 _____ Date: 09/13/05
Michael Chapman, Chair BOCC
Clallam County

 _____ Date: 09/07/05
Chris Cowjill, Deputy Pros. Attorney
Clallam County

Chris Cowjill

10. MISCELLANEOUS

- 10.1. No waiver by any party of any term or condition of this Interlocal 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 difference provision of this Interlocal Agreement.
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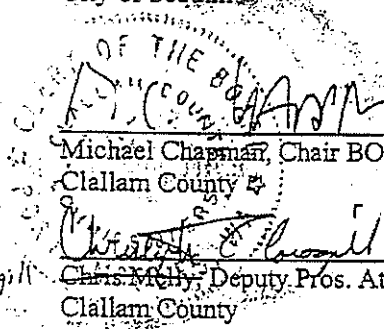
SIGNED:

Walt Schubert Date: 8-23-05
Walt Schubert, Mayor
City of Sequim

Craig Ritchie Date: 8/25/05
Craig Ritchie, City Attorney
City of Sequim

Michael Chapman Date: 09/13/05
Michael Chapman, Chair BOCC
Clallam County


Chris Kelly Date: 09/09/05
Chris Kelly, Deputy Pros. Attorney
Clallam County




10. MISCELLANEOUS

- 10.1. No waiver by any party of any term or condition of this Interlocal 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 difference provision of this Interlocal Agreement.
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INTERLOCAL AGREEMENT REGARDING THE COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

SIGNED:  Date: 7-19-05

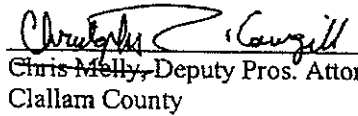
Richard A. Headrick, Mayor
City of Port Angeles

 Date: 7-21-05

William Bloor, City Attorney
City of Port Angeles

 Date: 09/13/05

Michael Chapman, Chair BOCC
Clallam County

 Date: 09/07/05

Chris Mally, Deputy Pros. Attorney
Clallam County

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APPENDIX B
ILA and Adoption of CSWMP