

# SOLID WASTE INTERLOCAL AGREEMENT

# ORIGINAL

**THIS AGREEMENT** is entered into between Pierce County, a political subdivision of the State of Washington ("County"), and the City of Fircrest, a municipal corporation of the State of Washington ("City"). This Agreement has been authorized by the legislative body of each of the Parties as designated below:

**Pierce County Ordinance No. 2000-47S.**  
**Pierce County Resolution No. R2001-4**  
**City of Fircrest Resolution No. 669**

WHEREAS, pursuant to Pierce County Ordinance No. 92-130 and City of Fircrest Resolution No. 497, the County and the City entered into an Interlocal Agreement for the purpose of implementing the 1992 Tacoma-Pierce County Solid Waste Management Plan, (the 1992 Plan); and

WHEREAS, the Pierce County Council has now revised the 1992 Tacoma-Pierce County Solid Waste Management Plan and has adopted the Year 2000 Tacoma-Pierce County Solid Waste Management Plan, (the Plan); and

WHEREAS, the County has asked each city and town to adopt the Plan in recognition of the mutual benefits of working cooperatively to plan and implement a solid waste management system that serves all of the residents of Pierce County; and

WHEREAS, Chapter 39.34 RCW allows jurisdictions to work cooperatively and enter into Interlocal Agreements;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS AND COVENANTS DESCRIBED HEREIN, THE PARTIES ENTER INTO AN INTERLOCAL AGREEMENT FOR THE PURPOSE OF IMPLEMENTING THE YEAR 2000 TACOMA-PIERCE COUNTY SOLID WASTE MANAGEMENT PLAN.

## **Section 1. PURPOSE**

This Agreement shall:

- 1.1 Reestablish the respective responsibilities of the Parties to cooperatively carry out the policy recommendations contained within the Tacoma-Pierce County Solid Waste Management Plan, plan for future needs, and effect orderly revisions or amendments to the Plan;
- 1.2 Rededicate the Parties' efforts to develop and implement environmentally-sound and cost-effective solid waste management programs including waste reduction and recycling programs (described in detail in the Plan) that divert the maximum amount possible from the disposed waste stream;

- 1.1 Recommit the Parties to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family residential recycling programs, and residential yardwaste collection programs; and
- 1.2 Recommit the Parties to a coordinated system for the management and disposal of solid waste in Pierce County.

**Section 2. STATUTORY AUTHORITY**

- 2.1 RCW 70.95.080, requires each county within the state, in cooperation with the various cities located within each county, to prepare a coordinated, comprehensive solid waste management plan. RCW 70.95.080 further allows each city to choose whether it will prepare its own plan, prepare a joint-plan with the county, or authorize the county to prepare a plan for the city.
- 2.2 Chapter 39.34 RCW permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage.
  - 2.2.1 Pursuant to the Interlocal Agreement entered into between the Parties in 1993, the City designated Pierce County as the lead agency for preparing future revisions or amendments to plans developed in accordance with Chapter 70.95 RCW.
- 2.3 RCW Chapters 36.58 and 70.95 direct the counties to establish solid waste handling systems and permit the counties to designate solid waste disposal sites to collect revenues to fund compliance with comprehensive solid waste management plans.

**Section 3. THE TACOMA-PIERCE COUNTY SOLID WASTE MANAGEMENT PLANS**

- 3.1 Pursuant to County Ordinance No. 87-196 and resolutions passed by each city and town, the Tacoma-Pierce County Solid Waste Management Plan was adopted in 1989 as the comprehensive solid waste management plan for all of Pierce County. The Washington Department of Ecology approved this Plan in 1990 with the provision that amendments be made to the waste reduction and recycling elements pursuant to state legislation.
- 3.2 Pursuant to County Ordinance No. 92-130 and resolutions passed by each city and town, the Tacoma-Pierce County Solid Waste Management Plan was amended and re-adopted in 1992 as the comprehensive solid waste management plan for all of Pierce County. The Washington Department of Ecology gave final approval to this Plan in 1993.
- 3.3 Pursuant to County Ordinance No. 2000-47S, the Pierce County Council amended the 1992 Plan and adopted the 2000 Tacoma-Pierce County Solid Waste Management Plan. The 2000 Plan contains descriptions and policy recommendations relating to comprehensive solid waste management within Pierce County. The County provides

solid waste management services for unincorporated Pierce County and for nineteen (19) of the cities and towns. The City of Tacoma, Town of Ruston, and Fort Lewis/McChord Air Force Base maintain their own separate management, collection, and disposal systems and their own separate waste reduction and recycling programs as described in the Plan.

- 3.4 All three editions of the Tacoma-Pierce County Solid Waste Management Plan (1989, 1992, and 2000) adhere to the same basic philosophy, that waste should be managed in accordance with the priorities established in RCW 70.95.010:
- Waste reduction;
  - Recycling;
  - Energy recovery, incineration, or landfilling of separated wastes; and
  - Energy recovery, incineration or landfilling of mixed wastes.

These priorities should be followed so that Pierce County can maintain at least a 50 percent recycling rate.

#### **Section 4. DEFINITIONS**

Terms used throughout this Agreement have the same definitions as in Appendix B and C of the Tacoma-Pierce County Solid Waste Management Plan.

#### **Section 5. OBLIGATIONS OF PARTIES – INTERLOCAL MATTERS**

- 5.1 The respective powers and duties of the Parties shall be exercised individually by each Party. No joint County-City agency is formed pursuant to this Agreement.
- 5.2 At least annually, Pierce County shall prepare a report on solid waste issues for the City. This report may be delivered in writing or as a presentation at a meeting of the City Council.
- 5.3 Upon adoption of this Agreement, Pierce County shall contact the City to identify whether City officials responsible for waste management are interested in participating in a group of Pierce County solid waste professionals who would meet periodically to discuss issues of mutual concern and work towards the Parties' mutual goals.
- 5.4 Pursuant to Chapter 2.92 of the Pierce County Code, one position on the Pierce County Solid Waste Advisory Committee is designated as the representative of the city and town governments (other than Tacoma). The Parties shall work cooperatively to propose to the County Executive candidates to fill this position.

#### **Section 6. OBLIGATIONS OF PARTIES – SOLID WASTE PLANNING**

- 6.1 This Agreement shall serve as the designation of the County as lead solid waste planning agency pursuant to RCW 70.95.080(3). Pierce County accepts this designation and shall serve as the solid waste planning agency for the Parties to this Agreement, but shall not

be responsible for planning for hazardous or dangerous waste, or any other planning responsibility that is specifically designated by State or Federal statute.

- 6.2 Pierce County will prepare, and maintain in a current condition, the Solid Waste Management Plan required by Chapter 70.95 RCW.
- 6.3 Each Party shall notify the other if it has any knowledge which it believes may impact the current condition of the Plan.
- 6.4 Either Party may propose revisions or amendments to the Plan so as to keep the Plan in a current condition. Following the procedures outlined in this section, the County shall be responsible for conducting the amendment and revision process. Further, the County shall review and revise the Plan, as necessary, at least once every five (5) years as required by RCW 70.95.110.
  - 6.4.1 Minor Amendments. A Minor Amendment is a change to the Plan that: a) does not result from a significant change in solid waste stream quantities or characteristics; b) does not occur as the result of a new legal requirement; c) does not occur as a result of, or is not contemplated to result in, any change in the roles and responsibilities of the Parties as established in this Agreement or in the Plan; or d) does not occur as a result of, or is not contemplated to result in, any redefinition of the vision for local solid waste management. A Minor Amendment shall be conducted as follows:
    - (a) The amendment is introduced at a County Council meeting.
    - (b) The County Council schedules a public hearing date and sends the proposed amendment for review and comment to all cities and towns, Pierce County Solid Waste Advisory Committee (SWAC), Pierce County Planning Commission, the Tacoma-Pierce County Health Department, the Washington Department of Ecology and other interested agencies.
    - (c) The County Council holds a public hearing receiving comment from the public as well as from the aforementioned agencies.
    - (d) After the amendment is adopted by the County Council, it is sent to the cities and towns for approval either by adopting the amendment or through a letter of concurrence. The County shall conclude that any city or town which does not adopt the amendment or send a letter of concurrence within 90 days of the Council's adoption is no longer a participant in the Plan. In this case, the city or town shall adopt its own solid waste management plan as required by RCW 70.95.080 and 70.95.110 and provide for its own disposal system.
    - (e) After completion of the 90 day approval period, the amendment will be sent to the Washington Department of Ecology.

- 6.4.2 Major Revisions. A Major Revision is a change to the Plan that: a) is required by a significant change in solid waste stream quantities or characteristics; b) occurs as the result of a new legal requirement; c) occurs as a result of, or is contemplated to result in, any change in the roles and responsibilities of the Parties as established in this Agreement or in the Plan; or d) occurs as a result of, or is contemplated to result in, any redefinition of the vision for local solid waste management. At a minimum, these steps will include:
- (a) A “scoping” period during which the tasks are identified and jurisdictional involvement is solicited.
    - (1) Any decision to change the procedures for preparing revisions to the Plan may be made by the County Council as a result of public input received during the “scoping” process.
    - (2) Within 90 days of the start of the “scoping” period, each city and town shall, in writing, signify its willingness to participate in the revision. The County shall conclude that any city or town which does not signify its willingness to participate as making the choice to no longer participate in the Plan upon the conclusion of the Revision process. In this case, the city or town shall adopt its own solid waste management plan as required by RCW 70.95.080 and 70.95.110 and provide for its own disposal system.
  - (b) Development of a Preliminary Draft Plan and SEPA documents with the help of the Pierce County Solid Waste Advisory Committee.
  - (c) A public review of the Preliminary Draft Plan with a minimum 30-day comment period, and at least one public hearing by the County Council.
  - (d) Revisions to the Preliminary Draft Plan and submittal to the Washington Department of Ecology for a Preliminary Review.
  - (e) Revisions, where appropriate, to the draft Plan to address the comments received from the Washington Department of Ecology’s Preliminary Review.
  - (f) Adoption of the revised Draft Plan by the County Council followed by adoption of the Plan by the cities and towns. Cities and towns have 90 days to approve the revision by passing a resolution to adopt. The County shall conclude that any city or town which does not adopt the revision within 90 days of the Council’s adoption is no longer a participant in the Plan. In this case, the city or town shall adopt its own solid waste management plan as required by RCW 70.95.080 and 70.95.110 and provide for its own disposal system.

- (g) Submittal of the adopted revised Plan to the Washington Department of Ecology for a Final Plan Review and Approval, at which time the Plan shall be considered adopted.
- 6.5 The County will coordinate planning activities with the City of Tacoma, Town of Ruston, and Fort Lewis/McChord Air Force Base and shall include materials submitted by these jurisdictions into the Plan prepared by the County.
- 6.6 The cost of preparing and maintaining the Solid Waste Management Plan will be borne by the County, financed out of the annual budget approved for the Solid Waste Division by the Pierce County Council.

**Section 7. OBLIGATIONS OF THE COUNTY**

In furtherance of a county-wide solid waste management system, Pierce County assumes the following obligations:

- 7.1 Management. Pierce County agrees to provide solid waste management services for waste generated and collected within all jurisdictions which enter into Agreements with the County. The County is responsible for implementing an integrated solid waste management system, which includes programs for waste reduction and recycling, as well as planning for the twenty (20) year disposal of solid waste.
- 7.2 Solid Waste Disposal. The County agrees to designate disposal sites for all solid waste generated and/or collected within the corporate limits of the City which will then be delivered to the Pierce County disposal system in accordance with all applicable federal, state, and local environmental health laws, rules, or regulations.
- 7.3 Operations. Pierce County shall be, or shall designate or authorize, the operating authority for transfer, processing or disposal facilities owned by the County. All real property acquired by Pierce County for solid waste management system purposes shall be the property of Pierce County.
- 7.4 Financial Assurance for Closed Facilities. Pierce County shall oversee post-closure responsibilities for the closed Anderson Island, Key Center and Purdy Landfills, and shall serve as post-closure trustee for the Hidden Valley Landfill, all of which entered closure prior to January 1, 1999.
- 7.5 Waste Reduction and Recycling. Pierce County will provide support and technical assistance to the City to establish a waste reduction and recycling program compatible with the County's programs. Pierce County will continue county-wide public information, outreach, and educational programs about waste reduction and recycling activities. The County will be responsible for designing model waste reduction and recycling programs, and for providing information about such programs. The County

will provide technical assistance to private companies which seek to establish waste reduction and recycling programs.

- 7.6 Collection. Pursuant to Chapters 36.58 RCW and 81.77 RCW, Pierce County assumes no responsibility for the regulation of solid waste collection operations either in unincorporated Pierce County nor in the City. The County shall, upon request, provide technical assistance to the City on collection matters.
- 7.7 Data Collection/Monitoring/Forecasting. The County will maintain a Data Collection system to monitor recycling and disposal activity to determine the effects of recycling and waste reduction programs and to forecast trends. Annually, the County will calculate and publicize a county-wide recycling rate. Additional reports can be prepared and provided upon request.
- 7.8 Educational Materials. The County shall develop educational materials related to waste reduction and recycling and strategies for maximizing the usefulness of the materials and make these available to the City. Pierce County intends to continue to move forward aggressively to continue and expand waste reduction and recycling programs and to assist the City with its programs in an advising and consulting capacity. The County will be responsible for designing model educational and public outreach programs, and for providing information about such programs.
- 7.9 Enforcement. With respect to the obligations in this Section, and to the extent allowed by law, it shall be the responsibility of the County to ensure the compliance of contractors and the residents of, and companies doing business within unincorporated Pierce County. Nothing in this Agreement, however, shall affect the enforcement responsibilities and obligations of the Tacoma-Pierce County Health Department or the Washington Utilities and Transportation Commission.
- 7.10 Tipping Fees. When entering into contracts for solid waste disposal service, the County shall propose contract terms and rates necessary to recover all costs of operation including: the costs of handling, processing, and disposal; enforcement and fulfillment of the obligations set out in this Agreement, the Plan, and any ordinances adopted to implement the Plan; defense and payment of claims; capital or operational improvements; and landfill closure and post-closure maintenance. The County shall continue to advise the City of the portion of the tipping fees applied to each of the foregoing obligations, including any portion dedicated to pay long term obligations.
- 7.11 Budget. The Pierce County Solid Waste Division shall propose a budget which funds the obligations set out in this Agreement.
- 7.12 Grants. Pierce County shall research grant opportunities and shall submit coordinated grant applications on behalf of the Parties. The proceeds from grants shall be used in the furtherance of the obligations set out in this Agreement and the Plan.

**Section 8.**

**OBLIGATIONS OF THE CITY**

In furtherance of a county-wide solid waste management system, The City of Fircrest assumes the following obligations:

- 8.1 Disposal. Through this Agreement, the City adopts the County disposal system for the disposal of all solid waste collected within the corporate limits of the City and shall authorize the County to designate disposal sites for the disposal of all solid waste collected within the corporate limits of the City. No solid waste collected within the City may be diverted from the designated disposal sites, or from other elements of the County solid waste system, without prior written County approval.
- 8.2 Collection. The City, an entity designated by the City as authorized by state law, or a collection company operating under the authority and regulation of the Washington Utilities and Transportation Commission, shall serve as operating authority for solid waste collection services provided within the City. The City shall take all necessary steps to ensure that non-recycled waste collected within its corporate limits is delivered to the County disposal system. The City will not enter into solid waste collection contracts that would allow waste to be diverted from the County disposal system without prior written County approval.
- 8.3 Waste Reduction And Recycling. The City shall implement and continue to operate programs for waste reduction and recycling in accordance with the Tacoma-Pierce County Solid Waste Management Plan, including, at a minimum, (1) single family recycling collection programs, (2) multi-family recycling collection programs, and (3) yard waste collection programs. The City shall coordinate activities with the County in furtherance of county-wide public outreach and educational programs and messages.
- 8.4 Data Collection and Monitoring. The City shall work with the County to monitor and to report to the County's Data Collection System about recycling tonnages removed from the waste stream which are not otherwise reported through the County's established information gathering system.
- 8.5 Planning. Pursuant to RCW 70.95.080 (3), the City designates the County as lead solid waste planning agency and shall participate in the solid waste planning process described in Section 6 of this Agreement.
- 8.6 Enforcement. With respect to the obligations in this Section, and to the extent allowed by law, it shall be the responsibility of the City to ensure the compliance of contractors and residents of, and companies doing business within the corporate limits of the City. Nothing in this Agreement, however, shall affect the enforcement responsibilities and obligations of the Tacoma-Pierce County Health Department or the Washington Utilities and Transportation Commission.

- 8.7 Financing. The City shall propose a budget which funds its obligations under this Agreement, but may request assistance from the County for those programs that are of mutual benefit.

**Section 9. DISPUTES**

- 9.1 Should there be any dispute between the Parties concerning compliance with this Agreement, the Parties shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then upon notice by either party to the other, the dispute shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, or other agreed upon local alternative dispute resolution organization.
- 9.2 Within fifteen (15) days after agreement to arbitration has been reached, each party shall submit the name of its own arbitrator and the two arbitrators shall select a third arbitrator from such panel within fifteen (15) days thereafter, or in case of a disagreement concerning the appointment of the third arbitrator, the third arbitrator shall be appointed from such panel by the presiding judge of the Pierce County Superior Court. During such time that the arbitrators are being selected or appointed, the parties shall continue to negotiate in good faith to resolve their dispute in a cooperative manner.
- 9.3 The arbitrators shall apply applicable provisions of Washington law in reaching their determination. The determination by the arbitrators shall be final and binding on the Parties, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.
- 9.4 The Parties shall use their best efforts to conclude all arbitration proceedings within thirty (30) days following the commencement of such arbitration proceedings.
- 9.5 The costs of arbitration shall be shared equally by the Parties, except that the arbitrators may, in their discretion, award to the prevailing party its reasonable attorneys' fees and expert and non-expert costs incurred in connection with the proceedings.
- 9.6 If arbitration is requested, the arbitration panel shall make its decision retroactive to the date of request for arbitration, if applicable.

**Section 10. DURATION**

- 10.1 Effective Date. This Agreement shall become effective immediately upon Pierce County receiving notice from the Washington Department of Ecology that the Department has issued Final Approval of the Plan.

- 10.2 **Term.** Except as noted in Section 11, this Agreement shall remain in effect for a period of twenty (20) years as set forth in the Plan. The County shall use the 20 year time frame to cost-effectively plan for, design, and/or site disposal facilities. Disposal capacity shall be based upon the Plan's projected needs to meet the twenty (20) year population base of the County and all parties to this Agreement.
- 10.3 **Revisions.** This Agreement shall be revised concurrent with any Major Revision to the Solid Waste Management Plan. At that time, either Party may propose revisions.

**Section 11. TERMINATION**

- 11.1 The County may terminate this Agreement should it be unable to negotiate a solid waste disposal agreement that fairly allocates rates, services, and risks among the respective public and private entities providing solid waste services in Pierce County. In this event, the County shall at once begin the Major Revision process and develop a revised Solid Waste Management Plan which recognizes a changed role for the County. The Parties would then enter into new Interlocal Agreements which reflect the changed role.
- 11.2 The City may terminate this Agreement:
- 11.2.1 by providing written notice to the County within 90 days of the County Council's adoption of the latest amendment or revision to the Solid Waste Management Plan. In this case, termination is effective upon the County receiving Final Approval of the Plan from the Washington Department of Ecology.
- 11.2.2 by failing to pass the legislative instrument or failing to issue a letter of concurrence necessary to adopt an amendment or revision to the Plan. In this case, termination is effective upon the County receiving Final Approval of the Plan from the Washington Department of Ecology.
- 11.2.3 by providing written notice to the County during the Major Revision scoping process that the City no longer wishes to participate in the Plan. In this case, termination is effective upon the earlier of the County or the City receiving Final Approval of its Plan from the Washington Department of Ecology.
- 11.2.4 by providing written notice at any other time that the City no longer wishes to participate in the Plan and that it has begun a process to develop its own Solid Waste Management Plan pursuant to Chapter 70.95 RCW. In this case, termination is effective when the City receives Final Approval of its Plan from the Washington Department of Ecology

**Section 12. APPROVAL**

This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within its jurisdiction, and shall be filed with the City Clerk, and with the Clerk of the Pierce County Council and with the Secretary of State of the State of Washington.

**Section 13. LIABILITY**

- 13.1 The Parties commit to a coordinated solid waste management system, and recognize that the City has chosen to commit its waste to the County for handling and disposal in the understanding that this commitment provides certain revenues to the County through which it shall fulfill its obligations as detailed in Section 7 of this Agreement. Except as provided herein, if the County, through acts of negligence or misfeasance, fails to carry out any of its assigned responsibilities, and such results in a claim against the City, the County shall indemnify and hold harmless the City and shall have the right and duty to defend the City through the County's attorneys. Costs incurred by the County thereby are system costs which must be satisfied from disposal fees received by the County. In providing such defense of the City, the County shall exercise good faith in such defense or settlement so as to protect the City's interest.
- 13.2 If the County is not negligent, the City shall hold harmless, indemnify and defend the County for any property damages or personal injury solely caused by the City's negligent failure to comply with the provisions of Section 13.5.
- 13.3 In the event the County acts to defend the City against a claim, the City shall cooperate with the County. In the event the City acts to defend the County, the County shall cooperate with the City.
- 13.4 For purposes of this section, references to City or County shall be deemed to include the officers, employees and agents of either party, acting within the scope of their authority.
- 13.5 All waste generated or collected from within the corporate limits of the City which is delivered to the system for disposal shall be in compliance with the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 9601 *et seq.*), Chapter 70.95 RCW, and all other applicable federal, state, and local environmental health statutes, ordinances, resolutions, rules, or regulations. The City shall be deemed to have complied with the requirements of this section if it has adopted an ordinance requiring solid waste delivered to the system for disposal to meet such laws, rules, or regulations, and by written agreement has authorized Pierce County to enforce the same for waste originating within the corporate limits of the City.
- 13.6 The County shall provide the City with written notice of any violation of this provision. Upon such notice, the City shall take immediate steps to remedy the violation and prevent similar future violations to the reasonable satisfaction of Pierce County which may include but not be limited to removing the waste and disposing of it to an approved facility. If, in good faith, the City disagrees with the county regarding the violation, such dispute shall be resolved in accordance with the dispute resolution procedures found in Section 9 of this Agreement. Each party shall be responsible for its own attorney's fees and costs. Failure of the City to take the steps requested by the County pending resolution shall not be deemed a violation of this Agreement; provided, however, that this shall not release the City from damages or loss to the County arising out of the failure to take such steps if the Arbiter finds that the City violated the requirements to comply with applicable laws set forth in this section.

13.7 The City is not held harmless or indemnified with regard to any liability arising under 42 U.S.C. § 9601-9675 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) (42 U.S.C. § 9601 *et. seq.*) or as hereafter amended or pursuant to any state legislation imposing liability for cleanup of contaminated property, pollutants or hazardous or dangerous substances.

**Section 14. FORCE MAJEURE**

The Parties are not liable when failure to perform pursuant to the terms of this Agreement is caused by "force majeure". As used herein, the term "force majeure" means: acts of God including landslides, lightning, forest fires, storms, floods, freezing or earthquakes; civil disturbances, strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, or public riots; breakage, explosions, accident to machinery, equipment or materials, or unavailability of required materials or disposal site; government restrictions or restraint imposed by law or by rule, regulation or order of superior government authority; and other cause which is beyond the reasonable control of the party affected in which, by the exercise of reasonable diligence, such party is unable to prevent. The Party claiming Force Majeure shall promptly notify the other when it learns of the existence of a Force Majeure condition and shall promptly notify the other when the Force Majeure condition has terminated.

**Section 15. MERGER**

This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement – specifically the 1993 Interlocal Agreement between Pierce County and the City – and constitutes the entire contract between the Parties.

**Section 16. WAIVER**

No waiver by either 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 a different provision of this Agreement.

**Section 17. THIRD PARTY BENEFICIARY**

This Agreement is not entered into with the intent that it shall benefit any other entity or person except those expressly described herein, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Agreement.

**Section 18. SEVERABILITY**

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Section 19. NOTICE**

All notices pertaining to this Agreement shall be in writing, and delivered in person or mailed to the parties or officers at the following address:

For the City:

City of Fircrest  
City Manager  
115 Ramsdell Street  
Fircrest, WA 98466

For the County:

Solid Waste Administrator

Pierce County Department  
of Public Works and Utilities

9116 Gravelly Lake Drive SW

Lakewood, WA 98499-3190

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below:

CITY OF Fircrest

Susan Clough  
City Manager

Date: 2/21/01

Pursuant to Resolution  
No. 669

ATTEST:  
Rick Rosenblatt  
CITY CLERK

APPROVED AS TO FORM:

Michael B. Smith  
City Attorney

Date: 2-21-00

PIERCE COUNTY

John L. ...  
Pierce County Executive

Date: 6/13/01

Pursuant to Ordinance No. 2000-47S  
and Resolution R2001-4

ATTEST:  
\_\_\_\_\_

APPROVED AS TO FORM:

M. Peter Phelan  
Pierce County Deputy  
Prosecuting Attorney

Date: 05/15/01