

“2016 – 2020 MITIGATION AGREEMENT”

THIS AGREEMENT, effective January 1, 2016, is entered into between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter “County”) and the CITY OF ARLINGTON, a municipal corporation of the State of Washington (hereinafter “City”) both organized and existing under the laws of the State of Washington (hereinafter collectively referred to as “the parties”). This Agreement provides for mitigation of impacts associated with the processing of mixed municipal solid waste through the North County Recycling and Transfer Station (“NCRTS”) located within the City of Arlington.

RECITALS

WHEREAS, the County is the owner of real property within the City, upon which the NCRTS is located; and

WHEREAS, RCW 36.58.080 allows cities to charge counties to mitigate impacts directly attributable to solid waste facilities, provided that such charges are reasonably necessary to mitigate such impacts and that revenues generated from such charges are expended to mitigate such impacts; and

WHEREAS, the County and City recognize that the NCRTS is an essential public facility under the Growth Management Act, and that some of the Snohomish County Tomorrow goals and policies are achieved by agreement to settle on mitigation payments; and

WHEREAS, the parties have previously entered into mitigation agreements which considered impacts of the NCRTS on City facilities and services, as well as implications to the County solid waste system (the most recent being that certain mitigation agreement between the parties dated January 1, 2011 through December 31, 2015); and

WHEREAS, the City and County have determined that continued mitigation payments are warranted and beneficial to both parties; and

WHEREAS, both parties believe this Agreement to be in the best interests of the public;

COVENANTS

NOW, THEREFORE, the parties do agree as follows:

1. Road Impacts

In compensation for impacts associated with the operation of NCRTS upon City roads and services, County shall pay to the City mitigation payments in an amount as more specifically defined in the following paragraph. The payment shall be due and payable to the City within sixty (60) days after the last day of the calendar quarter commencing March 31, 2016, and each calendar quarter thereafter throughout the term of this Agreement. In addition to each quarterly payment, the County will provide documentation to the City stating the total tons of solid waste leaving the transfer station.

The payment shall be based upon ton-miles traveled on City streets by Snohomish County operated, filled solid waste transfer trailers. The City and County agree that the distance traveled on City streets by each filled trailer is 1.8 miles. Ton-miles shall be calculated quarterly and be based on the total tons of solid waste leaving the transfer station each calendar quarter. The ton-mile payment is \$.26 per ton-mile for Q2 2015. For the years 2016 – 2020, the parties agree to revise the ton-mile payment each calendar quarter in accordance with the quarterly percentage change in the Washington State Department of Transportation Construction Cost Indices, standard reference base for the year 1990 = 110, as prepared by the Washington State Department of Transportation, in full compensation for impacts of the transfer station operation upon City roads and services during those years.

2. Haul Routes and Weight Restrictions

County vehicles traveling to and from the NCRTS will use the hauling routes identified in Exhibit "A" of this agreement.

The City will not place weight restrictions on the hauling routes which would limit the ability of County vehicles hauling solid waste transfer trailers to use the hauling routes for ingress to or egress from the NCRTS. All County vehicles entering and leaving the NCRTS shall comply with the legal weight limits as defined in state law for such vehicles.

3. Hours of Operation

The transfer station may be open to customers between the hours of 7:00 a.m. and 10:00 p.m. ("customer hours"). The County will determine actual customer hours. The County shall not lengthen customer hours without showing compliance with Arlington Municipal Code and providing notice of the intent of extending hours of operation to the City Manager.

Under short-term emergency situations the County may operate the station for longer hours than stated in this Agreement. Short-term emergencies may include but are not limited to: fire, equipment failure, hauler disruptions, or public health matters. The County shall immediately notify the City of the reason for the modification, and shall return to the regular schedule as soon as practicable.

County crews may perform clean-up and repair and maintenance duties outside the regular customer hours of operation subject to compliance with applicable City regulations and code provisions and state law. Crews may also haul previously loaded containers of waste away from the site or return empty containers to the site before or after regular customer hours of operation subject to compliance with applicable City regulations and code provisions and state law.

4. Term and Effective Date of Agreement

This Agreement shall be in effect for five (5) years. It shall be effective from January 1, 2016 through December 31, 2020. PROVIDED, HOWEVER, that the County's obligations after December 31, 2015, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. It may be modified anytime within that time period by the execution of a written amendment to this Agreement. The parties agree to enter into negotiations to amend or reconfirm this Agreement no later than six (6) months prior to its expiration.

5. Administration

The Director of the Snohomish County Solid Waste Division and the Arlington Public Works Director shall be joint administrators of this Agreement.

6. Entire Agreement

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

7. No Joint Venture

This Agreement does not create a partnership or joint venture, and in carrying out this Agreement, the City and County shall act in their individual capacities and not as agents, employees, or partners of one another.

8. No Third-Party Beneficiary

This Agreement is made only for the benefit of the City and County and no third person or party shall have any rights hereunder whether by agency, as a third-party beneficiary, or otherwise.

9. Attorney's Fees

In the event either party brings a lawsuit to enforce this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorney's fees for bringing or defending the action. The venue for any dispute related to this Agreement shall be Snohomish County, Washington.

SNOHOMISH COUNTY

DATED: 10/28/15

for
By: [Signature]

John Lovick
Snohomish County Executive

LENDA CRAWFORD
Deputy County Executive

ATTEST:

[Signature] 10.28.15

Clerk of the Council, Asst. Date
Snohomish County

COUNCIL USE ONLY	
Approved:	<u>10.27.15</u>
Docfile:	<u>D-14</u>

APPROVED AS TO FORM:

[Signature] 10/28/15

Deputy Prosecuting Attorney Date
Snohomish County

CITY OF ARLINGTON

DATED: 9/9/15

By: [Signature]

Barbara Tolbert
Mayor, City of Arlington

ATTEST:

[Signature] 9/9/15

City Clerk Date

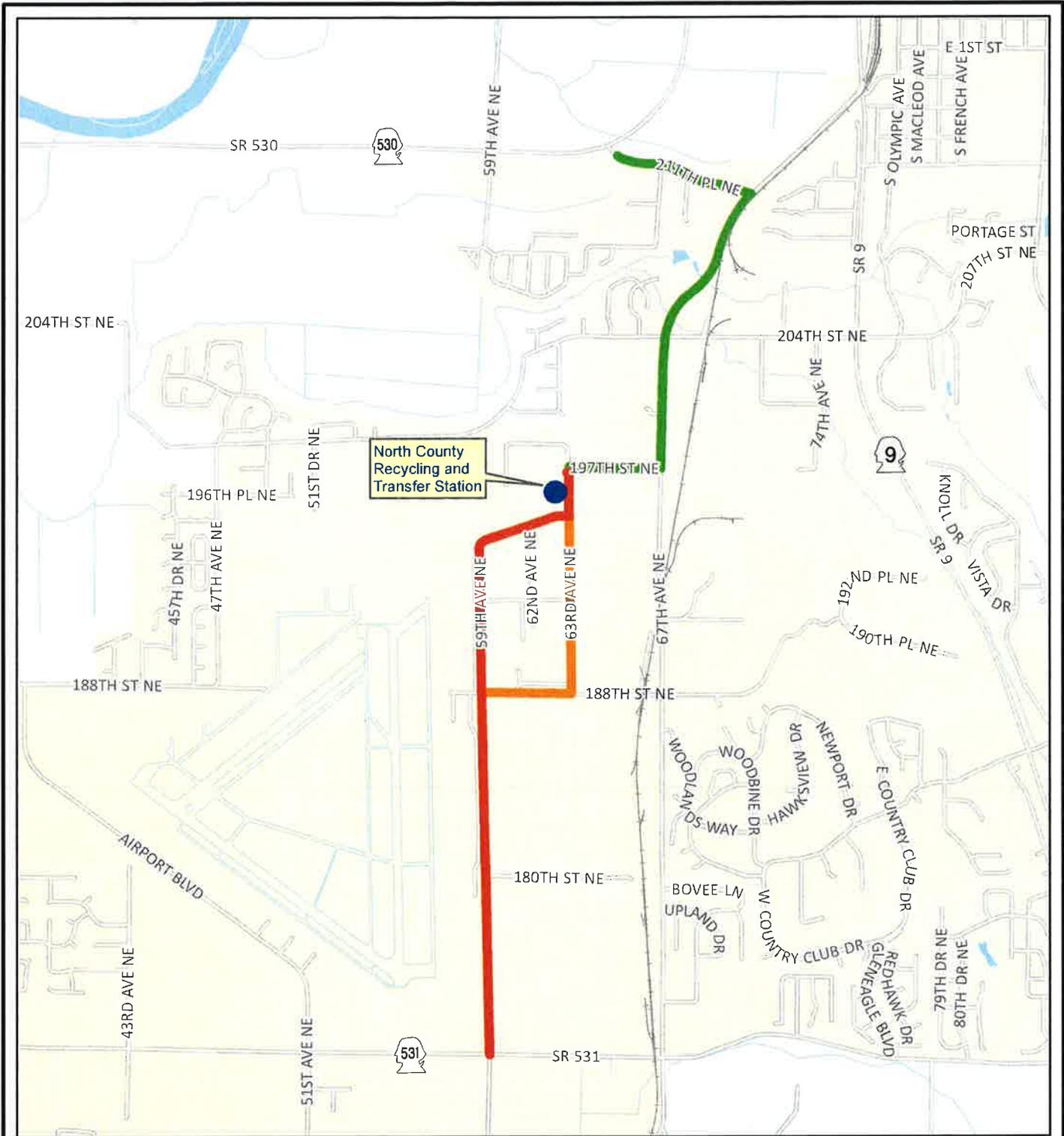
APPROVED AS TO FORM:

[Signature] 9/9/15

City Attorney Date

EXHIBIT A

SNOHOMISH COUNTY NCRTS
HAUL ROUTE THROUGH ARLINGTON



Route		Arlington City Limits
Legend	Primary 1.8 miles to SR 531	Assessor parcels
	Secondary 1.7 miles to SR 531	
	Tertiary 1.5 miles to SR 530	

Waterbody data provided by Snohomish County Dept of Information Systems

Maps and GIS data are distributed "AS-IS" without warranties of any kind, either express or implied, including but not limited to warranties of suitability for a particular purpose or use. Map data are compiled from a variety of sources which may contain errors and users who rely upon the information do so at their own risk. Users agree to indemnify, defend, and hold harmless the City of Arlington for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data presented in the maps.

City of Arlington

Exhibit A: Arlington Haul Route

Scale: 1 inch = 2,000 feet	File: CountyMtgRds_8.5x11_15
Date: 7/23/2015	Cartographer: kdh