

ADOPTED : 12/21/16  
EFFECTIVE : 1/13/17

SNOHOMISH COUNTY COUNCIL  
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 16-120

APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE  
INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN  
SNOHOMISH COUNTY AND THE SNOHOMISH HEALTH DISTRICT  
FOR ACTIVITIES RELATED TO SOLID WASTE IN SNOHOMISH COUNTY

WHEREAS, the County and Health District recognize the importance and  
necessity for insuring the proper handling and disposal of solid waste in Snohomish  
County; and

WHEREAS, the County seeks the services of the Health District to monitor and  
inspect County owned solid waste facilities, to investigate complaints related to solid  
waste issues, to initiate enforcement actions against facilities or residents that do not  
comply with State and local solid waste disposal regulations, and to help educate the  
public on solid waste disposal issues and procedures;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings  
of fact and conclusions as if set forth in full herein.

Section 2. The Snohomish County Council hereby authorizes county  
participation in the solid waste program with the Snohomish Health District and  
approves and authorizes the Snohomish County Executive to execute the  
*Intergovernmental Services Agreement Between Snohomish County and the  
Snohomish Health District For Activities Related to Solid Waste in Snohomish County*,  
substantially in the form of Exhibit A attached hereto.

PASSED this 21<sup>st</sup> day of December, 2016.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
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Council Chair

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ATTEST:

*Melena Das*

Clerk of the Council , Asst.

APPROVED

DATE: 4/3/12

EMERGENCY

VETOED

*[Signature]*

County Executive

ATTEST:

*Cora E. Palmer*

Approved as to form only:

*[Signature]* 10/25/16

Deputy Prosecuting Attorney

D-29

Exhibit "A"

**INTERGOVERNMENTAL SERVICES AGREEMENT  
BETWEEN  
SNOHOMISH COUNTY AND THE SNOHOMISH HEALTH DISTRICT  
FOR ACTIVITIES RELATED TO SOLID WASTE IN SNOHOMISH COUNTY**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between Snohomish County, a political subdivision of the State of Washington, (hereinafter referred to as the "County") and the Snohomish Health District, a Washington municipal corporation (hereinafter referred to as the "Health District") as follows:

WHEREAS, the County and Health District recognize the importance and necessity for ensuring the proper handling and disposal of solid waste in Snohomish County; and

WHEREAS, the County seeks the services of the Health District to monitor and inspect County owned solid waste facilities, to investigate complaints related to solid waste issues, to initiate enforcement actions against facilities or residents that do not comply with State and local solid waste disposal regulations, and to help educate the public on solid waste disposal issues and procedures;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

Section 1. Scope of Services.

- a. The Health District agrees to provide the services described in Exhibit A, attached hereto and incorporated herein by this reference, ("Tasks").
- b. The Health District agrees to perform each Task in accordance with the schedule as presented in Exhibit B, attached hereto and incorporated herein by this reference.

Section 2. Compensation.

- a. For services provided in 2017, the County will pay the Health District at the rates established in Exhibit C. The Health District will submit properly executed invoices on a monthly basis with an itemization of the time spent on each Task and sub-task.
- b. Invoices shall be submitted within thirty (30) days of the end of each month and within ten (10) days of the end of the year.
- c. The County will pay each invoice within thirty (30) days of its receipt, subject to Section 3 of this Agreement.

2017 INTERGOVERNMENTAL SERVICES AGREEMENT FOR ACTIVITIES RELATED TO SOLID WASTE IN SNOHOMISH COUNTY

- d. The County shall not pay the Health District more than the maximum amount indicated in Exhibit A for the sub-items identified in tasks 2, 3, 4, 5 and 6. Total payments to the Health District for services provided in 2017 will not exceed \$754,000.

Section 3. County Review.

Upon completion and/or performance of any Tasks hereunder, the County may accept or reject said completion and/or performance following review of the same. Payment for such work will not be made until the performance is accepted by the County.

Section 4. Duration.

This Agreement shall govern services from January 1, 2017, through December 31, 2017.

Section 5. Annual Meeting.

The County and Health District shall meet during the first and third quarter of every year to discuss activities and implementation of the Agreement.

Section 6. Amendments.

This Agreement may be amended as agreed to by both parties and reduced to writing and executed with the same formalities as are required for execution of this Agreement.

Section 7. Termination.

Either party may terminate this Agreement by providing the other party with thirty (30) days' written notice, pursuant to Section 19, of its intent to do so. The Health District shall provide the County with copies of all data and other information collected by the Health District for reporting purposes described in Attachment A up to the effective date of such termination.

Section 8. No Third Party Rights.

The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto. None of the rights or obligations of the parties herein set forth is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or for the benefit of any third party. This Agreement does not create any legal duty by any of the parties, except such contractual duties between them as explicitly stated in the Agreement.

Section 9. Indemnification and Hold Harmless.

- a. Each party shall hold harmless, indemnify and defend the other party, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the acts, errors or omissions of it, its employees, agents or subcontractors, in the performance of this Agreement, provided, however, that a party's obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence or willful misconduct of that the other party, its officers, officials, employees, or agents, and provided, further, that in the event of the concurrent negligence of the parties, a party's obligations hereunder shall apply only to the percentage of fault attributable to it, its officers, officials, employees, or agents.
- b. With respect to a party's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the other party, each party further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by its employees caused by or arising out of its acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the Parties.
- c. A party's obligations hereunder shall include, but are not limited to investigating, adjusting, and defending all claims alleging loss from action, error, omission or breach of any common law, statutory or other delegated duty by it, its employees, agents, or subcontractors.
- d. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Section 10. Default and Remedies.

If either party to this Agreement fails to perform any act or obligation required to be performed hereunder, the party to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (Default) under this Agreement. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the party to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or equity.

Section 11. Non-discrimination.

The Health District shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes certification by the Health District of its compliance with the requirements of Chapter 2.460 SCC. If the Health District is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this

Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Health District's obligations under other federal, state, or local laws against discrimination.

Section 12. Access to Books/Records.

Each party may, at reasonable times, inspect the books and records of the other party relating to performance of this Agreement. Each party shall keep all records required by this Agreement for five years after termination of this Agreement for audit or inspection by the other party.

Section 13. Contingency.

The obligations of each party to this Agreement are contingent upon local legislative appropriation of necessary funds in accordance with law.

Section 14. Direction and Control.

The parties agree that the Health District will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the Health District and its officers and employees are not entitled to any benefits or rights enjoyed by employees of the County. The Health District specifically has the right to direct and control its own activities in providing the agreed services in accordance with specifications set out in this Agreement. The County shall only have the right to ensure performance.

Section 15. Severability.

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

Section 16. No Waiver.

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

Section 17. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

Section 18. Public Records Act.

This agreement and all public records associated with this agreement shall be available from the County for inspection and copying by the public where required by

the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Health District are needed for the County to respond to a request under the Act, as determined by the County, the Health District agrees to make them promptly available to the County. If the Health District considers any portion of any record provided to the County under this agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Health District shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Health District and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Health District (a) of the request and (b) of the date that such information will be released to the requester unless the Health District obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Health District fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

Section 19. Notices.

All notices shall be made to:

Snohomish County Solid Waste Division  
Solid Waste Director  
3000 Rockefeller Avenue M/S 607  
Everett, Washington 98201

Snohomish Health District  
Environmental Health Manager  
3020 Rucker Avenue, Ste 104  
Everett, WA 98201-3900

Section 20. Payments.

All payments shall be made to:

Snohomish Health District  
Business Manager  
3020 Rucker Avenue, Ste 104  
Everett, WA 98201-3900

Section 21. Invoices.

All invoices shall be sent to:

Snohomish County Public Works  
Attn: Lori White, Contract Specialist  
3000 Rockefeller Ave, MS 607  
Everett, WA 98201

Section 22. Complete Agreement.

This Agreement represents the entire integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

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



**SNOHOMISH COUNTY**

\_\_\_\_\_  
Snohomish County Executive

\_\_\_\_\_  
Date Signed

Attest:

\_\_\_\_\_

Approved as to Form Only:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Date Signed

**SNOHOMISH HEALTH DISTRICT**

\_\_\_\_\_  
Deputy Director

\_\_\_\_\_  
Date Signed

Attest:

\_\_\_\_\_

Approved as to Form Only:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date Signed

**EXHIBIT A – SCOPE OF WORK**

<b>Task 1 – County Owned Facility Monitoring and Inspections</b>	
Activity	Description
Inspections	The Health District is responsible for inspecting County owned permitted solid waste handling facilities at least annually, as specified in WAC 173-304 and 173-350. Inspections may include visual observations, sampling of media such as soil (for landfill gas migration), ground or surface water, review of data pertinent to facility operations and environmental monitoring.
Consultations and technical assistance	The Health District will consult with County on regulatory rule interpretations.
Annual permit application review	In accordance with RCW 70.95.190, WAC 173-304 and 173-350 the Health District will review and act on all permits for solid waste handling facilities.
Plan reviews	The Health District will review applications and issue permits for the maintenance, establishment or alteration of solid waste disposal sites or facilities in accordance with RCW 70.95.170 and WAC's 173-304 and 173-350.
Groundwater / methane gas monitoring evaluations	The Health District is responsible for determining whether solid waste handling facilities are in compliance with ground water and methane monitoring regulations in WAC 173-304 and 173-350.
Closed Landfill Activities	The Health District will conduct inspections of closed landfills to determine compliance with WAC 173-304 and Sanitary Code 3.1. Also, the Health District will evaluate closed landfills to determine if landfills have stabilized or determine if changes can be made to the current ground water monitoring plans.

<b>Task 2 – Non-County Owned Facility Inspections</b>	
Activity	Description
Develop and propose establishing a sustainable Exempt Facility oversight/regulatory program	Continue the work conducted in 2016 on establishing sustainable funding and appropriate program elements to address exempt facilities. This work could include: <ul style="list-style-type: none"> <li>• Policy efforts resulting in local ordinance changes/adoptions</li> <li>• Establishing fees</li> </ul> Maximum total costs = up to \$50,000
Complaint Investigations	The Health District will respond to complaints involving solid waste handling facilities and take necessary actions to have the owner/operator bring the facilities into compliance with WAC 173-304, 173-350 and Sanitary Code Chapter 3.1.

<b>Task 3 – Complaints and Enforcement</b>	
Activity	Description
Solid Waste Complaints	WAC 173-304, 173-350 and the SHD Sanitary Code require that residential garbage be contained and in instances where violations occur, be remedied in a timely manner. WAC 246.50 and RCW 7.43 address public health nuisance conditions related to solid waste. SHD will investigate and resolve complaints related to the improper storage and removal of garbage in accordance with the above regulations. When contacted by a citizen or group, SHD will consult and educate the public regarding solid waste rules and regulations as they pertain to the particular issue.
Promiscuous Dumping	Illegal dumping complaints involve the dumping of solid waste at an unpermitted site SHD will respond to these complaints under the authority of RCW 70.95.240 and 250.
Chemical Hazard Complaints	SHD will investigate complaints dealing with the improper storage, handling and disposal of moderate risk waste in accordance with WAC 173-350 and SHD’s Sanitary Code Chapter 3.1.
Vector	SHD will provide information or referral, or investigate and resolve vector infestation problems in accordance with the SHD Sanitary Code, Chapter 2.2.
Miscellaneous	SHD will investigate complaints or situations which have a solid or hazardous waste component including but not limited to disasters or terrorism events, vectorborne/zoonotic diseases, indoor air quality problems, hazardous waste spills, contaminated properties and biomedical wastes.
Enforcement Action	SHD will carry out enforcement actions against individuals, businesses, operators of solid waste facilities or any other persons who are unwilling or unable to comply with State and local solid waste regulations.
Sharps Safety Project	SHD will continue to promote and/or implement local sharps disposal protocols (BMPs) and the means of informing, educating and directing the public on safe sharps disposal as developed by the 2016 “Sharps Safety Project”. SHD will evaluate policy options directed at preventing public health problems associated with sharps. Maximum total costs = up to \$25,000.

<b>Task 4 – Education</b>	
Activity	Description
Education	SHD will conduct education activities with the public, private industry and agencies, to promote safe handling, storage, disposal and reuse of solid and hazardous wastes in a way that

	protects public health and the environment. SHD will work with the County to maximize efficient use of resources. Maximum total costs = up to \$30,000
<b>Task 5 – Drug Takeback, Medicine Return and Product Stewardship</b>	
<b>Activity</b>	<b>Description</b>
Snohomish County Law Enforcement Based Drug Takeback Program	Continuation of the partnership with the Snohomish County Sheriff and other local law enforcement for the collection of unwanted drugs until final implementation of the sustained medicine return program. Maximum total costs = up to \$8,000/month (average)
Develop a Sustainable Medicine Return Program(s) for Snohomish County	Continuation of policy efforts in support of full and complete implementation of Chapter 15 of the Snohomish Health District Sanitary Code. Maximum total costs = up to \$20,000

<b>Task 6 – Toxics Reduction</b>	
<b>Activity</b>	<b>Description</b>
Implement the program aimed at reducing use of toxic products in the home and promotion of safer alternatives	SHD will continue the work started in 2016 to implement a toxics reduction program designed for reducing use of toxic products in the home as well as promoting the use of safer alternatives. Maximum total costs = up to \$30,000

**Exhibit B - Schedule**

<b>Areas of Accountability</b>	<b>Data/Reports/Deliverables</b>	<b>Frequency</b>
Program Time and Effort Accounting	Summary of Time and Effort including total costs (Direct/Indirect/Overhead) for each Task. This report will accompany each invoice itemizing the task by activity, hours billed and how much money is remaining for that activity's allotted amount.	Monthly
Task 1: County Owned Facilities	<ul style="list-style-type: none"> <li>• Facility Inspection Reports</li> <li>• Complaint Records</li> <li>• Technical Assistance Summary Reports</li> <li>• Solid Waste Permits Issued</li> <li>• Plan Review Summary Report</li> <li>• Groundwater/Gas monitoring results</li> <li>• Reports on closed landfill reviews/ inspections/evaluations</li> </ul>	Individual Facility Reports will be sent as completed. All other reports/deliverables will be on a monthly basis.
Task 2: Non-County Owned Facilities	<ul style="list-style-type: none"> <li>• With concurrence of Snohomish County Solid Waste, develop and propose a sustainable Exempt Facility program for action by the Snohomish Health District Board of Health.</li> </ul>	<ul style="list-style-type: none"> <li>• By 7/31/17</li> </ul>
Task 3: Complaints and Enforcement	<ul style="list-style-type: none"> <li>• Report on the number and type of complaints received, investigations performed and outcomes including enforcement actions</li> <li>• GIS data on complaint locations (post Envision Connect deployment)</li> <li>• Implementation of local sharps disposal protocols and education systems as developed by the 2016 "Sharps Safety Project". Additionally, produce policy options for potential action by the Board of Health</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly</li> <li>• Monthly</li> <li>• By 10/1/17</li> </ul>
Task 4: Education, Grants and Contracts	<ul style="list-style-type: none"> <li>• Report on activities</li> </ul>	<ul style="list-style-type: none"> <li>• As appropriate</li> </ul>

<p>Task 5: Drug Takeback, Medicine Return and Product Stewardship</p>	<ol style="list-style-type: none"> <li>1. Report on quantities of drugs collected.</li> <li>2. Report on outcome of policy implementation.</li> </ol>	<ol style="list-style-type: none"> <li>1. Monthly</li> <li>2. Included in Annual Report.</li> </ol>
<p>Task 6: Toxics Reduction</p>	<ol style="list-style-type: none"> <li>1. Report on the implementation of the toxics reduction and safe alternatives program(s).</li> </ol>	<p>Included in Annual Report</p>

**Exhibit C – Snohomish Health District Rates / Reimbursable Expenses**

Staff Hourly Reimbursable Rates

Rates are for estimation purposes only. Work will be paid based on actual cost of salary and benefits plus 25% indirect and overhead (combined).

Maximum Rate	Job Classification
\$54.05	PA II
\$76.68	Health Educator
\$71.73	Environmental Health Specialist I
\$84.26	Environmental Health Specialist II
\$91.51	Environmental Health Specialist III
\$95.39	Environmental Health Supervisor
\$106.06	Environmental Health Manager

Reimbursable Expenses

The following are third party project expenses the SHD can seek reimbursement under this agreement. The total dollar amount for third party reimbursable expenses shall be debited against the total maximum dollar amount of this agreement as noted in Section 2. These expenses will be listed on invoices as task expenses and will be based on actual costs. Backup documentation of charges will be required with invoice prior to reimbursement.

- Copying and Printing Costs
- Postage
- Enforcement (Legal) costs – SHD Legal Counsel work relative to Solid Waste enforcement