IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SKAGIT COUNTY

ANNIE JANICKI Plaintiff, vs. CITY OF SEDRO WOOLLEY, a municipal corporation, and DELUXE RECYCLING AND DISPOSAL LLC, a Washington corporation, Defendants.	NO. 08-2-01130-8 NOTE FOR MOTION CALENDAR CIVIL CLERK'S ACTION REQUESTED

TO: The Clerk of the above entitled court;
TO: Attorneys for Parties

[XX] NOTE FOR MOTION CALENDAR
The Clerk of the Court is hereby requested and notice is hereby given that the issues indicated be brought before the court for hearing.

DATE OF HEARING:
Friday, July 11, 2008
at 9:30 a.m.

NATURE OF MOTION:
Motion to Intervene

DATED: 6/18/08

SKAGIT COUNTY PROSECUTING ATTORNEY

By _____
STEPHEN R. FALLQUIST;
WSBA #31678; Civil Deputy

SKAGIT COUNTY PROSECUTING ATTORNEY
605 S. 3RD ST. -- Courthouse Annex
Mount Vernon, WA 98273
Phone: (360) 336-9460
Fax: (360) 336-9497

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SKAGIT

ANNIE JANICKI, Petitioner, v. CITY OF SEDRO-WOOLLEY, a municipal corporation, and DELUXE RECYCLING AND DISPOSAL LLC, a Washington Corporation, Respondents.	No. 08-2-01130-8 **SKAGIT COUNTY'S MOTION TO INTERVENE**

I. MOTION

Skagit County moves to intervene in this matter pursuant to CR 24. Skagit County's solid waste management planning and various regional solid waste management agreements appear to have been placed at issue in this litigation. Skagit County has a right to intervene because it has interests invoked in this litigation that are inadequately protected by the existing parties. Skagit County ("**County**") is entitled to intervene for the narrow purpose of defending its solid waste management planning and regional solid waste agreements, and expresses no opinion on other issues raised by this litigation. A proposed order accompanies this motion.

SKAGIT COUNTY PROSECUTING ATTORNEY
605 S. 3RD ST. – Courthouse Annex
Mount Vernon, WA 98273
Phone: (360) 336-9460
Fax: (360) 336-9497

II. EVIDENCE RELIED UPON

This motion relies on Petitioner's "Petition for Relief Under The Land Use Petition Act" dated June 12, 2008; the documents, correspondence and transcript included in the record below; and the accompanying Declaration of Steve Fallquist dated June 17, 2008.

III. FACTUAL BACKGROUND

Timely and regular disposal of household solid waste is a basic necessity of modern civilization, which the law does not leave to the marketplace.[1] Rather, RCW 36.58 puts counties in charge of solid waste, and RCW 70.95 requires that counties develop a formal, long-range solid waste management plan known as a Comprehensive Solid Waste Management Plan ("**CSWMP**"). RCW 70.95 also requires that cities create their own solid waste management plan, or, in the alternative, join the county's plan. The cities within Skagit County chose the latter option, leading to a complex series of investment and management decisions binding the cities and the County together, taking advantage of economies of scale. Consistent with the foregoing, the City of Sedro-Woolley's ("**City**") currently-effective solid waste management plan and GMA Comprehensive Plan Utilities Element both expressly envision delivery of the City's municipal waste to a single County-owned solid waste transfer station.

In order to handle the countywide waste stream as it proposes, Deluxe Recycling and Disposal LLC ("**Deluxe**") must by law obtain a contract from the County. On March 10, 2008, Deluxe filed an application for a contract with the County. On March 11, 2008, the Skagit County Public Works Department transmitted a letter rejecting Deluxe's application, explaining, among other things, that Deluxe's application seemed to violate the City's solid

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[1] See *Weyerhauser v. Pierce County*, 124 Wn.2d 26, 40-41 (1994) ("The handling and disposal of solid waste is a governmental function. RCW 70.95.020 provides that while private entities may contract with local government for solid waste handling, the primary responsibility is that of the local government...Thus, regardless of whether the County deals with a private company, the collection and disposal of solid waste is the County's responsibility.")

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Mount Vernon, WA 98273
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Fax: (360) 336-9497

waste management planning and was, accordingly, "fatally flawed." A copy of the March 11, 2008 letter is attached to the accompanying Fallquist Declaration as Exhibit A.

Also on March 11, 2008, the Board of Skagit County Commissioners passed Resolution No. 20080145, enacting a nine-month moratorium on new solid waste contracts. Shortly thereafter, Deluxe filed a lawsuit in this Court against Skagit County, Public Works Director Voetberg, and the three Skagit County Commissioners.[2] In that litigation, Deluxe makes various allegations and has sought discovery concerning the relationship between the County's and City's solid waste management agreements and planning, issues that are also raised in the instant litigation. *See, e.g.,* Deluxe's First Discovery Requests and Skagit County's Answers and Responses Thereto, Interrogatory Nos. 5 & 6, at 6-8 (relevant excerpts attached as Exhibit B to the accompanying Fallquist Declaration).

On April 30, 2008, Skagit County and the eight urban municipalities entered a regional solid waste agreement, setting up a governance board with direct voting authority over major solid waste decisions (the "**Governance Board Interlocal**"). A copy of the Governance Board Interlocal is attached as Exhibit C to the accompanying Fallquist Declaration. Pursuant to the Governance Board Interlocal, all municipal jurisdictions countywide (including the City of Sedro-Woolley) contractually agreed that any private proposals (such as Deluxe proposes) must be decided by a "Solid Waste System Governance Board" comprised of representatives of the County and the eight urban municipalities, through a competitive process. Deluxe argues it is not obligated to follow this process, a contention with which the County disagrees. For its part, the City is unarguably bound by the Governance Board Interlocal.

The County's and the City's interlocking solid waste management planning and regional solid waste agreements have been placed at issue in this litigation, threatening key

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[2] *Deluxe Recycling and Disposal LLC v. Skagit County et al*, Skagit County Sup. Ct. No. 08-2-00532-4 (pleadings on file with Court).

SKAGIT COUNTY PROSECUTING ATTORNEY
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County interests. A closed record LUPA appeal is not the appropriate venue to resolve the issues as between Deluxe and Skagit County, the County does not consent to same, and expressly reserves all rights to that effect. That being noted, there is no reasonable dispute that Skagit County's vital interests have been placed at issue, and Skagit County is entitled as a matter of right to intervene.

IV. ARGUMENT AND AUTHORITY

CR 24(a)(2) provides as follows:

> Upon timely application anyone shall be permitted to intervene in an action... when the applicant claims an interest relating to the property or transaction which is the subject of the action and he is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest, unless the applicant's interest is adequately represented by existing parties.

Thus, CR 24(a)(2) imposes four requirements for intervention:

(1) Timely application for intervention;

(2) The applicant claims an interest which is the subject of the action;

(3) The applicant is so situated that the disposition of the case will impair or impede the applicant's ability to protect that interest; and

(4) The applicant's interest is not adequately represented by the existing parties.

Westerman v. Cary, 125 Wn.2d 277, 303 (1994). The requirements of CR 24(a) are liberally construed to favor intervention. *Columbia Gorge Audubon Society v. Klickitat County,* 98 Wn. App. 618, 623 (1999).

1. Timeliness.

Petitioners initiated this action on June 12, 2008, and the County submits this motion less than a week thereafter. Skagit County's application to intervene is timely.

2. Interest.

For the purposes of CR 24, the term "interest" is to be construed broadly. *Vashon Island Committee for Self-Government v. Washington State Boundary Review Bd. for King County*, 127 Wn.2d 34 (1972). "[N]ot much of a showing is required" to meet the interest

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Fax: (360) 336-9497

test. *Columbia Gorge Audubon Society*, 98 Wn.App. at 629. In this litigation, the parties have placed the County's regional solid waste management planning and agreements squarely at issue, matters that have been raised by Deluxe in parallel litigation.

3. Impairment of Interest.

It appears from the record below that the City may be taking positions inconsistent with its planning and related agreements with the County. While the complex issues at stake cannot be properly resolved in a closed record appeal (and the County reserves all rights to that effect), disposition in the County's absence stands to impair the County's interests.

4. Skagit County's Interests Are Inadequately Represented.

An applicant for intervention need only make a "minimal showing that its interests may not be adequately represented." *Columbia Gorge Audubon Society*, 98 Wn.App. at 629. None of the existing parties will adequately represent the County's position, the County's solid waste management planning, the County's regional solid waste agreements, the County's financial obligations associated with solid waste, and the broader regional interests invoked.

V. CONCLUSION

Skagit County is entitled to intervene in this action for the narrow purpose of defending its interests related to solid waste management planning and agreements, matters placed at issue in this litigation by the City, Deluxe, and the appellant. A proposed form of order accompanies this motion.

DATED this 17th day of June, 2008.

SKAGIT COUNTY PROSECUTING ATTORNEY

By _____
Stephen Fallquist, WSBA No. 31678
Attorneys for Skagit County

SKAGIT COUNTY PROSECUTING ATTORNEY
605 S. 3RD ST. -- Courthouse Annex
Mount Vernon, WA 98273
Phone: (360) 336-9460
Fax: (360) 336-9497

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SKAGIT

ANNIE JANICKI, Petitioner, v. CITY OF SEDRO-WOOLLEY, a municipal corporation, and DELUXE RECYCLING AND DISPOSAL LLC, a Washington Corporation, Respondents.	No. 08-2-01130-8 **DECLARATION OF STEVE FALLQUIST**

I, the undersigned declarant, make this statement on the basis of facts within the scope of my first-hand knowledge as to matters to which I am competent to testify.

1. I am a Deputy Prosecuting Attorney with the Office of the Skagit County Prosecuting Attorney. Among other things, I represent the Skagit County Department of Public Works.

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SKAGIT COUNTY PROSECUTING ATTORNEY
605 S. 3RD ST. -- Courthouse Annex
Mount Vernon, WA 98273
Phone: (360) 336-9460
Fax: (360) 336-9497

2. True and correct copies of the following documents are attached hereto:

Exhibit A Letter from Skagit County Department of Public Works to Deluxe Recycling and Disposal LLC, dated March 11, 2008

Exhibit B Relevant Excerpts from "Defendant Skagit County's Answers to Plaintiff's First Discovery Requests to All Defendants" dated May 19, 2008 in *Deluxe Recycling and Disposal LLC v. Skagit County et al*, Skagit County Sup. Ct. No. 08-2-00532-4

Exhibit C Interlocal Cooperative Agreement Between Skagit County and Cities and Towns in Skagit County for Solid Waste Management, dated April 30, 2008

SIGNED on penalty of perjury under the laws of the State of Washington this 17th day of June, 2008 at Mount Vernon, Washington.

By_____
Stephen Fallquist, WSBA No. 31678
Attorney for Skagit County

SKAGIT COUNTY PROSECUTING ATTORNEY
605 S. 3RD ST. -- Courthouse Annex
Mount Vernon, WA 98273
Phone: (360) 336-9460
Fax: (360) 336-9497

EXHIBIT A

SKAGIT COUNTY
PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625
(360) 336-9400 FAX (360) 336-9478

March 11, 2008

Steve Snell
Deluxe Recycling and Disposal LLC
% Michael B. Galletch, esq.
2200 Sixth Avenue, Suite 888
Seattle, WA 98121

Larry McCarter, Registered Agent
Deluxe Recycling and Disposal LLC
4916 Labounty Place
Ferndale, WA 98248

Dear Mr. Snell and Mr. McCarter:

We have your correspondence dated February 25, 2008, resubmitting your August 2007 application for an interim site designation and System / Operator Agreement. We also have your letter dated March 10, 2008 discussing the County's proposed moratorium. We respond to both.

As an initial matter, we need to respond to the statements in your March 10, 2008 letter that the County allegedly "made promises to Deluxe". As the County's responsible official for solid waste applications, I can say unequivocally that we have never promised Deluxe anything.

It is our understanding that SCC 12.18.020(4) applies to your application. SCC 12.18.020(4) provides that applications can be accepted and processed only after completion of "initial planning review" as well as the "SEPA review process." Sedro-Woolley has land use SEPA jurisdiction. Although the City issued a MDNS last Friday, as discussed in our prior correspondence the SEPA review process is not yet complete because the public's right to participate in the SEPA review process has not yet elapsed under Sedro-Woolley Municipal Code. *See*, SMC 2.88.170.B.

While the moratorium passed today by the Board of Skagit County Commissioners is not aimed specifically at your proposal, it clearly applies to your application. The moratorium is only nine months, which the Board determined to be a reasonable period to address the issues necessitating the moratorium. As was discussed today, we are scheduling a post-enactment hearing so the Board can take public testimony on this issue. We will advise as to the hearing's date and time in the near future.

More importantly, aside from the moratorium, our initial research indicates that Deluxe's proposal is fatally flawed. Deluxe claims the right to a System/Operator Agreement ("**S/OA**") for a facility within the jurisdictional limits of Sedro-Woolley, pointing to the version of the County Comprehensive Solid Waste Management Plan ("**CSWMP**") as amended in 2004. Specifically, you point to CSWMP 7.2.3, which allows the County to consider contracting for private transfer stations in addition to the County-owned transfer station.

However, the County's solid waste management plan only applies to the cities when they have affirmatively adopted and ratified it. *See*, RCW 70.95.080. Sedro-Woolley not only failed to adopt the CSWMP as amended in 2004 (under which the rights you claim arise), but has affirmatively rejected it.

On November 23, 2004, the City of Sedro-Woolley passed Resolution 706-04, "A Resolution of the City of Sedro-Woolley Declining to Adopt the Skagit County Solid Waste Management Plan as Presented." At the time, it was Sedro-Woolley's position that the 2004 amendments were a breach of the multi-jurisdictional solid waste interlocal agreement. We include a copy of the relevant page of the minutes from the November 23, 2004 Sedro-Woolley City Council meeting.

Because the CSWMP (as amended in 2004) is inapplicable within the City of Sedro-Woolley's jurisdictional limits, the County is unable to process an application and grant a contract under the CSWMP as amended in 2004 for the alternate transfer station you propose in Sedro-Woolley.

Identifying these kinds of planning-related problems is part of the reason that "initial planning review" and "SEPA review" must be completed before a site designation application can be processed by this office. With that in mind, we are surprised that the City of Sedro-Woolley failed to inform Deluxe or the County of its Resolution 706-04 (rejecting the County's 2004 CSWMP) during the City's initial planning and SEPA review of the Deluxe proposal. Note Resolution 706-04 specifically makes a finding that through the term of the Interlocal, it is in the best interest of Sedro-Woolley and its residents to maintain a single County-operated solid waste transfer station. In your March 10, 2008 letter, you claim that Deluxe has committed "tremendous resources" to its Sedro-Woolley proposal and will suffer "tremendous damages" unless granted a contract and site designation by the County; but if Deluxe believes it has frustrated economic expectations and business losses because it cannot operate a transfer station in the jurisdictional limits of Sedro-Woolley, it would appear that the City of Sedro-Woolley, not the County, is the appropriate place to seek redress.

In light of the foregoing, we are unable to review, process or grant a site designation and System/Operator Agreement for Deluxe's proposed site in Sedro-Woolley. In the interim, we anticipate that the cities, towns and the County will work together under a governance structure to plan for a sensible long-range solid waste future. Privatization poses intriguing possibilities, and it is our sincere hope that Deluxe will proactively participate in our community's discussion of these issues during the moratorium.

Sincerely,

JAMES E. VOETBERG, P.E.
Director / County Engineer

JEV/jjj
Enclosure: City of Sedro-Woolley Minutes 11/23/04
Resolution No.706-04
Cc: Board of Skagit County Commissioners
Gary Rowe, County Administrator
Will Honea, Chief Civil Deputy

EXHIBIT B

RECEIVED

MAY 19 2008

Galletch & Fullington, PLLC
16:36

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SKAGIT COUNTY

DELUXE RECYCLING AND DISPOSAL, LLC, a Washington limited liability company, Plaintiffs, v. SKAGIT COUNTY; KEN DAHLSTEDT, SHARON DILLON, and DON MUNKS, as members of the SKAGIT COUNTY BOARD OF COMMISSIONERS; and JAMES VOETBERG, Director of Public Works for Skagit County, Defendants.	No. 08-2-00532-4 DEFENDANT SKAGIT COUNTY'S ANSWERS TO PLAINTIFF'S FIRST DISCOVERY REQUESTS TO ALL DEFENDANTS

Pursuant to Washington Civil Rules 26, 33 and 34, Defendants hereby answer Plaintiffs' first discovery requests.

INTRODUCTION

The following responses to interrogatories and requests for production of documents are based upon a reasonable inquiry of information known or readily obtainable by Defendants.

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

GENERAL OBJECTIONS

1. Skagit County, Ken Dahlstedt, Sharon Dillon, and Don Munks as members of the Skagit County Board of Commissioners, and James Voetberg as Director of Public Works (collectively "Defendants") object to these interrogatories and requests for production to the extent that they seek information protected by the attorney-client privilege and the work-product protection.

2. Defendants object to these interrogatories and requests for production to the extent they are overly broad, unduly burdensome, or attempt to require Defendants to supply information or produce documents not relevant and not reasonably calculated to lead to the discovery of admissible evidence under CR 26.

3. Defendants object to the requests for production and instructions to the extent that they attempt to impose obligations greater than and/or different from those imposed by the Civil Rules.

4. Defendants object to the requests to the extent they are vague, ambiguous, misleading, or susceptible of varying interpretations. Defendants will answer these requests based upon Defendants' understanding of them.

5. Defendants object to these requests to the extent that they seek information and/or documents from individuals and entities not under Defendants' control.

6. Defendants object to these requests to the extent they seek information already in the possession of, or otherwise available to, the Plaintiff.

Without waiving these General Objections, Defendants further respond as follows.

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

System/Operator Agreement with Cimarron Transfer and Recycling (the rights to which Deluxe has purchased or agreed to purchase), which Cimarron was unable to perform after being unable to secure the land envisioned by the site designation and the System/Operator Agreement. It would constitute poor management of public resources to make the same mistake again, *i.e.*, to process and negotiate a site designation and concomitant System/Operator Agreement until and after such time as land use SEPA review is complete, including but not limited to any relevant appeals and/or appeal periods. See the following documents for additional information responsive to this request: Defendants' Consolidated Memorandum (1) In Opposition to Plaintiffs' Motion for Issuance of Writ of Review and Setting of Hearing for Review, and (2) In Support of Motion for Partial Summary Judgment, including Declaration of James Voetberg, and Defendants' Motion to Dismiss for Failure to State a Claim.

INTERROGATORY NO. 5: Do you believe, contend, or allege that the Skagit County Comprehensive Solid Waste Management Plan does not apply to any solid waste transfer facility that would be located within the jurisdictional limits of the City of Sedro-Woolley? If so, please identify the following:

(a) A full and complete description of the basis for that belief, contention, or allegation, including a full and complete description of any and all reasons therefore;

(b) Any and all facts that relate or pertain to your belief, contention, or allegation;

(c) Any and all documents that bear upon your allegation, contention, or belief;

(d) All persons with any knowledge of your allegation, contention, or belief, as well as any of the facts relating thereto, including a brief description of such individuals knowledge.

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

ANSWER:

See General Objections 1-6. Defendants further object that this interrogatory calls for speculation. In addition, Skagit County has general jurisdiction over matters within its statutory authority and is neither willing nor obligated to issue a theoretical statement regarding "any solid waste transfer facility that would be located within the jurisdictional limits of the City of Sedro-Woolley." Therefore, Defendants expressly limit the scope of its answer to the present matter in controversy. Without waiving these objections, Defendants answer as follows:

Washington State law requires cities to either create their own Department of Ecology-approved solid waste management plan, or adopt the county's solid waste planning. Sedro-Woolley entered an interlocal agreement with Skagit County in 2004 that required Sedro-Woolley to adopt Skagit County's Comprehensive Solid Waste Management Plan ("CSWMP"). The County amended its CSWMP in 2004, which the City of Sedro-Woolley's Council affirmatively rejected by Resolution No. 706-04 on November 23, 2004. The City of Sedro-Woolley also declared the 2004 Interlocal in breach, at the time expressing outrage over the fact that the 2004 CSWMP allowed for private transfer stations such as the one Deluxe now proposes.

INTERROGATORY NO. 6: If your initial response to the previous interrogatory was in the affirmative, then please state whether you believe, contend, or allege that the City of Sedro-Woolley has the ability and/or right to either (i) grant site designation for a solid waste transfer and recycling facility, or (ii) enter into a system operator's agreement, or both? If so, then please identify the following:

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

(a) A full and complete description of the basis for that belief, contention, or allegation, including a full and complete description of any and all reasons therefore;

(b) Any and all facts that relate or pertain to your belief, contention, or allegation;

(c) Any and all documents that bear upon your allegation, contention, or belief;

(d) All persons with any knowledge of your allegation, contention, or belief, as well as any of the facts relating thereto, including a brief description of such individuals knowledge.

ANSWER:

See General Objections 1-6 and objections in Answer to Interrogatory 5. In addition, Defendants are neither willing nor obligated to provide an opinion as to Sedro-Woolley's rights, and limits the scope of its answer to the present matter in controversy. Without waiving these objections, Defendants answer as follows:

No. Sedro-Woolley does not at present have the ability and/or right to either (i) grant site designation for a large-scale regional solid waste transfer and recycling facility, or (ii) enter into a system operator's agreement, or both.

INTERROGATORY NO. 7: Do you believe, contend, or allege that you, or any of your agents, servants, employees, attorneys, and the like, ever encouraged Deluxe, or its members, employees, servants, agents, attorneys, and the like, to submit to the County an application for interim site designation? If so, then please identify the following:

(a) A full and complete description of the basis for that belief, contention, or allegation, including a full and complete description of any and all reasons therefore;

(b) Any and all facts that relate or pertain to your belief, contention, or allegation;

(c) Any and all documents that bear upon your allegation, contention, or belief;

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

CERTIFICATION

The undersigned attorney for Defendant has read the foregoing responses and hereby certify that they are in compliance with CR 26(g).

Dated this 19th day of May, 2008.

Printed Name: David F. Taylor

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

EXHIBIT C

AFTER RECORDING RETURN TO:
SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, STE. 100
MOUNT VERNON, WA 98273

DOCUMENT TITLE:	INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SKAGIT COUNTY AND CITIES AND TOWNS IN SKAGIT COUNTY FOR SOLID WASTE MANAGEMENT
DATE SIGNED:	April 30, 2008
GRANTOR:	SKAGIT COUNTY, a Political Subdivision of the State of Washington,
GRANTEE:	CITY OF MOUNT VERNON, a Washington Municipal Corporation; CITY OF ANACORTES, a Washington Municipal Corporation; CITY BURLINGTON, a Washington Municipal Corporation; CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation; TOWN OF LA CONNER, a Washington Municipal Corporation; TOWN OF CONCRETE, a Washington Municipal Corporation; TOWN OF LYMAN, a Washington Municipal Corporation; TOWN OF HAMILTON, a Washington Municipal Corporation
COUNTY CONTRACT NO.:	SKAGIT COUNTY Contract # C20080306

Page 1 of 21

DOCUMENT TITLE: INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SKAGIT COUNTY AND CITIES AND TOWNS IN SKAGIT COUNTY FOR SOLID WASTE MANAGEMENT.

DATE SIGNED: April 30th, 2008

GRANTOR: SKAGIT COUNTY, a Political Subdivision of the State of Washington,

GRANTEES: CITY OF MOUNT VERNON, a Washington Municipal Corporation;
CITY OF ANACORTES, a Washington Municipal Corporation;
CITY OF BURLINGTON, a Washington Municipal Corporation;
CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation;
TOWN OF LA CONNER, a Washington Municipal Corporation;
TOWN OF CONCRETE, a Washington Municipal Corporation;
TOWN OF LYMAN, a Washington Municipal Corporation; and
TOWN OF HAMILTON, a Washington Municipal Corporation

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY
AND CITIES AND TOWNS IN SKAGIT COUNTY
FOR
SOLID WASTE MANAGEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement"), made and entered into on this 30th day of April, 2008, by and between the CITY OF MOUNT VERNON, a Washington Municipal Corporation; the CITY OF ANACORTES, a Washington Municipal Corporation; the CITY OF BURLINGTON, a Washington Municipal Corporation; the CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation; the TOWN OF LA CONNER, a Washington Municipal Corporation; the TOWN OF CONCRETE, a Washington Municipal Corporation; the TOWN OF LYMAN, a Washington Municipal Corporation; and the TOWN OF HAMILTON, a Washington Municipal Corporation hereinafter collectively referred to as the "Municipalities", and SKAGIT COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "County", pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The Municipalities and the County may be individually referred to herein as a "Party", and may be collectively referred to herein as the "Parties."

WHEREAS, the County and each of the Municipalities executing this Agreement are authorized and directed by Chapter 70.95 RCW to prepare a Comprehensive Solid Waste Management Plan ("CSWMP") and are further authorized by Chapter 39.34 RCW to enter into an agreement for the administration and implementation of said CSWMP; and

WHEREAS, the County prepared a Comprehensive Solid Waste Management Plan for the County and Municipalities of the County in 1994, and updated the CSWMP with the active involvement of the Municipalities in 2004; and

WHEREAS, the 2004 Comprehensive Solid Waste Management Plan update calls for significant improvements to and replacements for existing waste facilities, and the County has entered into a waste export contract that expires in 2013, and in light of these factors long term financial planning is desirable; and

WHEREAS, providing the most effective and efficient system for managing solid waste generated in Skagit County, including its Municipalities, requires use of the solid waste disposal system established by the County and the Comprehensive Solid Waste Management Plan of the County to the fullest extent possible;

WHEREAS, in or about May of 2004, the County and the Municipalities entered into a previous interlocal agreement (Skagit County Contract # C20040228) regarding the administration and implementation of the CSWMP; and

WHEREAS, the County, in response to recent policy guidance provided by the Skagit County Board of County Commissioners (including, but not limited to, Skagit County Resolution # R20070141) is in the process of amending the CSWMP, and pursuant to these amendments, the Parties desire to mutually effectuate changes between the relationship of the Parties to provide for enhanced cooperation by and between the County and the Municipalities, and also to make additional changes to the terms of the previous interlocal agreement by and between the Parties (Skagit County Contract # C20040228); and

WHEREAS, the terms of this Agreement are intended to wholly replace and supersede the terms of the previous interlocal agreement by and between the Parties (Skagit County Contract # C20040228);

NOW THEREFORE, in consideration of the forgoing, and in consideration of the following terms and conditions, the Parties mutually agree as follows:

1. NEW AGREEMENT; EFFECTIVENESS. This Agreement entirely replaces and supersedes the previous interlocal agreement (herein the "previous interlocal agreement") for a Comprehensive Solid Waste Disposal System that the Parties entered into in 2004 (Skagit County Contract # C20040228). This Agreement shall not become effective until all Parties to the previous interlocal agreement have duly executed this Agreement. Unless and until all Parties to the previous interlocal agreement have duly executed this agreement, the previous interlocal agreement shall remain in full force and effect pursuant to the terms therein.

2. DEFINITIONS. For the purposes of this Agreement, the following definitions apply:

2.1 "Comprehensive Solid Waste Management Plan," or "CSWMP" means the comprehensive plan for solid waste management as required by Ch. 70.95 RCW.

2.2 "Party" or "Parties" shall mean any signatory or signatories to this Agreement.

2.3 "Solid Waste" means all putrescible and nonputrescible solid and semi-solid wastes including, but limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and constructions wastes, abandoned vehicles or parts thereof, and recyclable materials, with the exception of wastes excluded by WAC 173-304-015.

2.4 "Solid waste handling" means the management, storage, collection, transportation, utilization, processing, and final disposal of Solid Waste, including the recovery and recycling of materials from Solid Waste, the recovery of energy resources from such wastes or the conversion of energy in such wastes to more useful forms or combinations thereof, and as such term may be modified by amendments to Chapter 70.95.030(23) RCW.

2.5 "System" means all facilities for Solid Waste handling owned or operated, or contracted for, by the County, and all administrative activities related thereto, and as further defined and provided within the County's Comprehensive Solid Waste Management Plan, as may be amended and/or updated.

2.6 "System Costs" means all costs arising from System operation, and maintenance, capital costs for new System facilities and equipment, past and future System liabilities, known or unknown, and shall include any municipal liability for disposal clean-up costs anywhere within the jurisdiction of Skagit County or the municipal Parties to this Agreement, provided, however, the System shall have no liability for the clean-up costs or other liabilities of any Party that terminates their participation in the System.

3. RESPONSIBILITIES FOR WASTE DISPOSAL SYSTEM. For the duration of this Agreement, the Parties shall have the following responsibilities:

3.1 The County shall continue to provide for the efficient disposal of all Solid Waste generated within the jurisdictions of each Party to this Agreement to the extent, in the manner, and by facilities as described in the Comprehensive Solid Waste Management Plan. The County shall not be responsible for disposal of nor claim that this Agreement extends to Solid Waste that has been eliminated through waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan.

3.2 Subject to the governance structure established by other provisions of this Agreement, the County shall continue to provide a comprehensive Solid Waste management system, including educational programs, as defined by the Comprehensive Solid Waste Management Plan.

3.3 The County shall continue to operate the System in a financially prudent manner, minimize fee increases, and use System revenues only for System purposes. The County's operation of the System is subject to governance by the SWSGB, as further set forth in elsewhere in this Agreement.

4. COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN. For the duration of their participation in this Agreement, each Party shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised pursuant to Chapter 70.95 RCW. For the duration of their participation in this Agreement, each Party authorizes the County to include in the Comprehensive Solid Waste Management Plan (CSWMP) provisions

for the management of solid waste generated in each Party's jurisdiction. Parties executing this Agreement hereby agree to respectively adopt any CSWMP updates properly adopted by the SWSGB within 30 days of approval by the Department of Ecology.. No Party may veto, reject, or fail to adopt any CSWMP Amendments or Revisions as recommended by the SWSGB pursuant to this agreement. Until such time as the CSWMP is updated by the SWSGB consistent with this Agreement, the Parties understand and agree that this Agreement shall control with respect to any inconsistency between the CSWMP and this Agreement. The Parties to this Agreement further understand and agree that the County shall promptly amend the CSWMP after execution of this Agreement solely as necessary to incorporate and reflect the terms of this Agreement in the CSWMP, which amendment shall be applicable to and deemed adopted by all Parties to this Agreement by virtue of their execution of this Agreement.

5. DESIGNATION OF COUNTY SYSTEM FOR SOLID WASTE DISPOSAL. Each Party shall designate the County System for disposal of all Solid Waste generated within the Party's jurisdictional limits, and within the scope of the Comprehensive Solid Waste Management Plan.

6. DESIGNATION OF DISPOSAL SITES. The SWSGB shall designate County System disposal site or sites for the disposal of such solid waste except for recyclable and other materials removed from solid waste by waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan. Designation by the SWSGB of disposal site(s) pursuant to this Agreement shall not diminish any Party's power to regulate land use and establish land use criteria within the Party's jurisdiction. Furthermore, designation by the SWSGB of disposal site(s) pursuant to this Agreement shall not diminish the County's authority to regulate public health pursuant to Title 70 RCW and other applicable laws and regulations.

7. ENFORCEMENT. The County shall be primarily responsible for enforcement of laws and regulations requiring persons to dispose of solid waste at sites designated by the County. Each Party shall cooperate with the County in its enforcement efforts, and shall provide by ordinance that any person that disposes of Solid Waste generated within its boundaries at a site other than a site designated by the County will be guilty of a misdemeanor, except where such disposal may be otherwise permitted by state law. To the extent legally possible, the County shall be responsible for bringing enforcement actions against persons violating state statutes, or County ordinances relating to the disposal of Solid Waste at sites designated by the County. However, in instances in which the County lacks legal authority to bring an enforcement action and another Party possesses that authority, the County may request that the Party bring such enforcement action. The Party shall comply with this request, or in some other way ensure that Solid Waste generated with the Party is disposed of at those sites designated by the County. All reasonable costs incurred by the Party in taking such enforcement or other actions that are requested in writing by the County shall be paid as System costs.

8. LIABILITY AND INDEMNIFICATION. Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their elected officials, officers, agents, or employees to the fullest extent required by law, 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 any other Parties by reason of entering into this Agreement except as may be expressly provided herein.

9. SYSTEM COSTS AND RATES. The Parties agree that all System Costs shall be paid by the System through tipping fee rates and rate adjustments established in conformance with the Level of Service ("LOS") envisioned in paragraph 13.1.6 below. Rates set

by the SWSGB shall accommodate long-term System viability and a financially reasonable level of cash reserves.

10. DURATION; TERM OF AGREEMENT. The Parties agree to be bound by this Agreement until September 15, 2013, unless prior modified in accordance with paragraph 9. This Agreement shall not sunset or expire, but shall continue in full force and effect. Individual Parties to this Agreement may, after September 15, 2013, withdraw from this Agreement by giving sixty (60) days' notice to all other Parties to this Agreement.

11. REVISION, AMENDMENT, SUPPLEMENTATION, OR TERMINATION. This Agreement shall be reviewed by the Parties in conjunction with any review of the Comprehensive Solid Waste Management Plan. The terms of the Agreement may be revised, amended, or supplemented, or the Agreement as a whole may be terminated only upon the written agreement of all Parties executed with the same formalities as the original. No revision, amendment, supplementation or termination shall be adopted or put into effect if it impairs any other contractual obligation of the County. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. SOLID WASTE ADVISORY COMMITTEE.

12.1 Pursuant to Chapter 70.95.165(3) RCW and Chapter 39.34.030(4) RCW and Skagit County Code 12.18, a Solid Waste Advisory Committee shall continue operating for the purpose of rendering advice to Skagit County and the SWSGB regarding solid and moderate risk waste related issues generally, service levels, disposal rates, and short and long term planning, and especially the administration and implementation of the Comprehensive Solid Waste Management Plan.

12.2 Membership of the Solid Waste Advisory Committee shall be as follows:

(1) Regular members. The Solid Waste Advisory Committee shall consist of:

(a) One member from each Party to this Agreement, to be nominated by the legislative authority for that Municipality and appointed by the County Commissioners.

(b) One member from each Municipality in Skagit County which has its own Comprehensive Solid Waste Management Plan, to be nominated by the legislative authority for that Municipality and appointed by the County Commissioners.

(c) Three members, each representing the unincorporated area of one of the three County Commissioner districts. The three members shall be recommended by the County Commissioners. The County Commissioners shall recommend candidates representing a spectrum of citizens, public interest groups, and businesses. Candidates shall be residents of Skagit County or firms licensed to do business in Skagit County.

(d) Two members shall be selected, one to represent commercial solid waste collection firms; and one to represent commercial recycling firms. These members shall be recommended by the County Commissioners.

(e) One ex officio, non-voting representative from the Skagit County Public Works Solid Waste Section.

(f) One ex officio, non-voting representative from the State of Washington Department of Ecology.

(g) One ex officio, non-voting representative from the Skagit County Health Department.

(2) Auxiliary Members. The regular membership of the Solid Waste Advisory Committee may appoint auxiliary members for a specific time period to serve on the committee in a non-voting capacity, for the purpose of providing specific information, technical advice, and information of a general nature which is pertinent to the committee's activities or any other form of assistance which will aid the committee in carrying out its purposes.

12.3 Meetings. The Solid Waste Advisory Committee shall meet as required to carry-out the purposes of the Committee. Meetings may be held at various locations within the County with written notification to the membership and chairman designating the time and place of such meetings. Meetings shall be held not less than quarterly. A quorum shall consist of a simple majority of the members on the Committee, A majority of the total voting membership of the Committee is required to pass a motion.

12.4 Transfer Station Oversight Sub-Committee. Provides operational and customer-based input on Skagit County Transfer Station operations and serves as an advisory resource to the Solid Waste Advisory Committee.

(1) Regular Members. The Transfer Station Oversight Sub-Committee shall consist of one staff member each from Mount Vernon, Sedro-Woolley, Burlington, Anacortes, Regional Disposal Company, Waste Management, Inc., Skagit River Steel and Recycling, and Skagit County Public Works.

(2) Meetings. The Transfer Station Oversight Sub-Committee shall meet every year, or as needed, to carry out the purposes of the Committee including making recommendations to the Solid Waste Advisory Committee.

13. SOLID WASTE SYSTEM GOVERNANCE BOARD.

13.1 Purpose. Any proposed changes or improvements significantly affecting the operation of the System or which may directly or indirectly impact tipping fees (including, but not limited to, tipping fee adjustments) or the siting of disposal facilities (herein collectively referred to as "Significant Solid Waste Decisions") shall be submitted to the Solid Waste System Governance Board (SWSGB) for final decision. Significant Solid Waste Decisions within the scope of the SWSGB's purview shall include timely review and approval by a 60% supermajority vote of the following matters, as recommended by the SWAC and/or the County in a manner consistent with this Agreement:

13.1.1 Major capital improvements to the System. "Major capital improvements" shall be defined as any capital expenditures in excess of Fifty Thousand Dollars ($50,000) which modify the method or model of operation of the System.

13.1.2 Designation of site(s) for inclusion within the System, provided that such designation shall be consistent with the other provisions of this Agreement and the Comprehensive Solid Waste Management Plan as approved by the Parties and adopted as set forth in this Agreement;

13.1.3 Long-range plans for System expansion and construction. By December 31, 2011 the SWSGB shall produce a long-range plan for the System that encompasses the ensuing twenty (20) year period (the "Long Range Plan"), in accordance with RCW 70.95.090(2). If the SWSGB fails to produce a Long Range Plan by December 31, 2011, the Skagit County Board of Commissioners may adopt a Long Range Plan.

13.1.4 Requests for Proposals for privatization of all or any part of the System, including approval of any System/Operator Agreement (or similar agreement) for private parties (and/or third parties who are not signatories to this Agreement) seeking to become a part of the System;

13.1.5 Changes to tipping rates, which shall be done in a manner consistent with the other terms and conditions of this Agreement;

13.1.6 The annual operating and capital budget (Annual Budget) for the following year. Provided, however, the SWSGB's approval shall be limited to approval of the overall budget based on the adopted level of service ("LOS"), and shall not include the right to disapprove individual line-item budget expenditures. The LOS shall be initially established as the current LOS and may be amended from time to time by the SWSGB. Changes to the LOS shall be made at least 180 days prior to the scheduled adoption of the Annual Budget. The Annual Budget shall be prepared in conformance with the rate structure and LOS established by the SWSBG.

The SWSGB may direct the County to perform and/or commission studies including, but no limited to, rate studies, capital improvement studies, and comprehensive plan update studies as are necessary toward making reasoned and informed Significant Solid Waste Decisions, all costs of which shall be paid as System costs.

13.2 Powers Not Enumerated. Any powers not enumerated herein and assigned to the SWSGB shall be retained by the Skagit County Department of Public Works.

13.3 Regular Members. The SWSGB shall consist of at least one representative of each Party executing this Agreement.

13.4 Meetings. The SWSGB shall meet a minimum of at twice each calendar year, or as often as otherwise needed to adequately deliberate upon and decide Significant Solid Waste Decisions (as defined in Section 13.1, above), or for other purposes (such other purposes including, but not limited to, review of the status of the solid waste disposal system, and review of any recommendations from the Solid Waste Advisory Committee).

13.5 Decisions of SWSGB Initiated by County. The County shall retain responsibility for day-to-day operations of the System. Without diminishing the power afforded the SWSGB pursuant to ¶13.1, supra, the County may request a decision as to a Significant Solid Waste Decision from the SWSGB. After submitting any Significant Solid Waste Decision to the SWSGB that is within the scope set forth in Section 13.1 (above), the SWSGB shall render a

decision within sixty (60) days. Upon a finding by the SWSGB that additional time is needed in which to render a decision, the SWSGB may extend the decision timeline for an additional 60 days. In addition to the foregoing, upon a finding by the County Public Works Director that any Significant Solid Waste Decision constitutes an emergency that threatens the operation of the System, the SWSGB may be convened on an emergency basis three (3) days after notice to each Party to this Agreement. The County shall submit requests for decisions from the SWSGB regarding Significant Solid Waste Decisions in writing. In the event that the County does not receive a final written decision from the SWSGB within sixty (60) days (or 120 days if properly extended as set forth above), the County may take action consistent with the best interests of the System within the scope of the Significant Solid Waste Decision initially sought.

13.6 SWSGB Voting. All decisions of the SWSGB envisioned herein shall be done by majority vote, and immediately reduced to writing and provided to the County. A quorum shall consist of a simple majority of the Municipal members of the SWSGB. Counting of Municipal members present for the purposes of a quorum shall be based on the presence of one Municipal representative. A transcript shall be made of each SWSGB meeting. Each Party shall have one vote weighted as outlined in Section 13.6.1 below.

13.6.1 Based on the 2000 U.S. Census establishing a total County population of 102,979 (and subject to modification after each new census), each Party's vote shall be determined as follows:

The voting structure shall be based two-thirds on the population of each participating municipality with the County's portion equal to the unincorporated population, and one-third equally distributed to each entity. The following table summarizes the overall allocation of votes expressed as percentages.

Anacortes	14,557	13.1	
Burlington	6,757	8.1	
Sedro-Woolley	8,658	9.3	
Mount Vernon	26,232	20.7	
La Conner	761	4.2	
Hamilton	309	3.9	
Lyman	409	4.0	
Concrete	790	4.2	
County	44506	32.5	

Any decision of the SWSGB under this Agreement must obtain a 60% majority.

13.7 Extraordinary Veto by Board of Commissioners. The Skagit County Board of Commissioners (by action of the Skagit County Board of Commissioners) may veto any final decision of the SWSGB within thirty (30) days of any final decision by the SWSGB on the sole grounds that a final decision of the SWSGB will: (a) jeopardize the long-term viability of the System; (b),.impair the ability of the county to meet current solid waste contractual obligations (c) be out of compliance with the adopted CSWMP, and adopted LOS, and/or (d) be contrary to State law governing operation of the System. Any final decision of the SWSGB vetoed by the Skagit County Board of Commissioners pursuant to this paragraph shall be returned to the SWSGB for further deliberation. In the event the SWSGB and the Skagit County Board of County Commissioners cannot agree after veto and remand of any final decision within twenty

(20) days, the matter shall be submitted to final, binding arbitration before a single arbitrator to be selected within thirty (30) days by the Presiding Judge, Skagit County Superior Court. The arbitration shall be held at a mutually convenient time and location with Skagit County, not less than forty-five (45) days after the selection of the arbitrator. Any arbitration shall apply the laws of the State of Washington. Each Party shall bear its own costs and fees in the event of any such arbitration. The Parties must each submit a concise statement setting forth a proposed resolution to the dispute, from which the arbitrator shall choose on the basis of its consistency with this Agreement. The arbitrator's decision shall be final and binding on the Parties. All matters arising under this agreement shall be deemed arbitrable including questions of procedural arbitrability. The arbitrator may award the prevailing Party their reasonable attorney fees and costs, including expert and consultant fees. Any arbitrated dispute shall be maintained by individual Parties to this Agreement and not the System, and attorney fees and costs fixed by the arbitrator shall not be assessed as System costs. The arbitrator's decision may be entered by any Party in Skagit County Superior Court.

14. NO THIRD PARTY BENEFICIARIES: This Agreement is not entered into with the intent that it shall benefit any Municipality not signing this Agreement and no other person or entity shall be entitled to be treated as a third party beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the Parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of any other party.

15. 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 extent and end the terms and conditions of this Agreement are declared severable.

16. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

17. COMPLIANCE WITH LAWS: The Parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. The Parties shall obtain and comply with any and all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement.

18. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement including the enforcement of the arbitrator's judgment, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

19. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement mav be executed in any number of counterparts, and each such

counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

20. TIME OF PERFORMANCE: Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the Parties hereto.

21. NO SEPARATE ENTITY: It is not the intention that a separate legal entity be established to conduct this cooperative undertaking, and no separate legal entity is established by this Agreement.

22. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The Parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The Parties have entered into this Agreement without duress or undue influence.

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IN WITNESS WHEREOF, the Parties have executed this Agreement this 30th day of April, 2008.

SKAGIT COUNTY COMMISSIONERS SEAL COURT STATE OF WASHINGTON

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

DON MUNKS, Chairman

KENNETH A. DAHLSTEDT, Commissioner

SHARON D. DILLON, Commissioner

Recommended:

By: _____
Department Head

By: _____
Budget & Finance Administrator

Approved as to Indemnification:

By: _____
Risk Manager

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

STATE OF WASHINGTON
} ss.
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Sharon Dillon, Don Munks, and/~~or~~ Kenneth A. Dahlstedt is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such Party for the uses and purposes herein mentioned.

DATED this 30th day of April, 2008.

(SEAL)

JOANNE P. GIESBRECHT
NOTARY
My Comm. Expires 9-1-2009
PUBLIC
STATE OF WASHINGTON

Joanne P. Giesbrecht
Notary Public
print name: JOANNE P. GIESBRECHT
Residing at MOUNT VERNON
My commission expires 09-01-09

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CITY OF MOUNT VERNON:

BUD NORRIS, Mayor
(Date 4/22/2008)

Mailing Address:
City of Mount Vernon
910 Cleveland Avenue
P.O. Box 809
Mount Vernon WA, 98273

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Bud Norris is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the City of Mount Vernon, to be the free and voluntary act of such Party for the uses and purposes herein mentioned.

DATED this 22nd day of April, 2008.

(SEAL)

KERRI A. GRECHISHKIN
COMMISSION EXPIRES
NOTARY
PUBLIC
7-3-2011
STATE OF WASHINGTON

Kerri A. Grechishkin
Notary Public
print name: Kerri A. Grechishkin
Residing at Mount Vernon
My commission expires 7/3/2011

APPROVED AS TO FORM

MOUNT VERNON CITY ATTORNEY

Attest:

SKAGIT COUNTY

CITY OF ANACORTES:

H. Dean Maxwell

DEAN MAXWELL, Mayor
(Date 4/16/08)

Mailing Address:
City of Anacortes
City Hall
P.O. Box 547
Anacortes, WA 98221

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Dean Maxwell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the City of Anacortes, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 16 day of April, 2008.

(SEAL)

Colleen E Powell

Notary Public
print name: Colleen E. Powell
Residing at Burlington WA
My commission expires 9/12/2011

COLLEEN E. POWELL
COMMISSION EXPIRES
NOTARY
PUBLIC
9-12-2011
STATE OF WASHINGTON

Page 15 of 21

CITY OF BURLINGTON:

Edward J Brunz

ED BRUNZ, Mayor
(Date 4/14/08)

Attest:

Greg Thramer

GREG THRAMER, Finance Director

Approved as to form:

SGT

SCOTT G. THOMAS, City Attorney

Mailing Address:
City of Burlington
833 South Spruce Street
Burlington, WA 98233

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Ed Brunz is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized to execute the instrument on behalf of the City of Burlington and acknowledged it as Mayor of the City of Burlington, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 14th day of April, 2008.

SHELLEY ACERO
COMMISSION EXPIRES
NOTARY
PUBLIC
10-22-2011
STATE OF WASHINGTON

Shelley Acero

Notary Public
print name: Shelley Acero
Residing at Mt. Vernon
My commission expires 10-22-2011

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CITY OF SEDRO-WOOLLEY:

MIKE ANDERSON, Mayor
(Date _____)

Mailing Address:
Sedro-Woolley City Hall
720 Murdock Street
Sedro-Woolley, WA 98284

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Mike Anderson is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was duly authorized execute the instrument and acknowledged it as Mayor of the City of Sedro-Woolley, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 16 day of April, 2008.

(SEAL)

Notary Public
print name: Colleen E Powell
Residing at Burlington, WA
My commission expires 9/12/2011

COLLEEN E. POWELL
COMMISSION EXPIRES
NOTARY
PUBLIC
9-12-2011
STATE OF WASHINGTON

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TOWN OF LA CONNER:

RAMON HAYES, Mayor
(Date 4. 16. 08)

Mailing Address:
Town of La Conner
P.O. Box 400
La Conner, WA 98257

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Ramon Hayes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the Town of La Conner, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 16 day of April, 2008.

(SEAL)

Notary Public
print name: Colleen E Powell
Residing at Burlington, WA
My commission expires 9/12/2011

COLLEEN E. POWELL
COMMISSION EXPIRES
NOTARY
PUBLIC
9-12-2011
STATE OF WASHINGTON

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TOWN OF CONCRETE:

Judd Wilson, Mayor
(Date 4-18-08)

Mailing Address:
Town of Concrete
P.O. Box 39
Concrete, WA 98237

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Judd Wilson, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the Town of Concrete, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 18 day of April 2008.

SEAL ANDREA R. FICHTER NOTARY PUBLIC COMMISSION EXPIRES 12-03-11 STATE OF WASHINGTON

Notary Public
print name: Andrea R Fichter
Residing at Skagit County
My commission expires 12/3/11

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TOWN OF LYMAN:

Debra K Heinzman

DEBRA HEINZMAN, Mayor
(Date 04-08-08)

Mailing Address:
Town of Lyman
PO Box 1248
8334 S Main St.
Lyman, WA 98263-9800

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Debra Heinzman is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was duly authorized execute the instrument and acknowledged it as Mayor of the Town of Lyman, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 8 day of April, 2008.

Notary Public Debora E Boyd
Print name: Debora E Boyd
Residing at Lyman
My commission expires April 27, 2011

Notary Public
State of Washington
DEBORA E BOYD
MY COMMISSION EXPIRES
April 27, 2011

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TOWN OF HAMILTON:

Timothy O Bates

TIMOTHY BATES, Mayor
(Date April 16 2008)

Mailing Address:
Town of Hamilton
584 Maple St.
P.O. Box 528
Hamilton, WA 98255

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Timothy Bates is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the Town of Hamilton, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 16th day of April, 2008.

(SEAL)

DE ANN BURKEL
COMMISSION EXPIRES
NOTARY
PUBLIC
12-31-2008
STATE OF WASHINGTON

DeAnn Burkel
Notary Public
print name: DE Ann Burkel
Residing at Burlington
My commission expires 12-31-08

SKAGIT COUNTY
Contract # C20080306

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SKAGIT

ANNIE JANICKI, Petitioner, v. CITY OF SEDRO-WOOLLEY, a municipal corporation, and DELUXE RECYCLING AND DISPOSAL LLC, a Washington Corporation, Respondents.	No. 08-2-01130-8 **ORDER GRANTING SKAGIT COUNTY'S MOTION TO INTERVENE** **[PROPOSED]**

THIS MATTER came before the Court on Skagit County's Motion to Intervene. The Court has reviewed the pleadings and declarations filed in this matter.

IT IS HEREBY ORDERED that Skagit County is entitled to intervene as to issues in this matter related to the County's solid waste management planning and its applicability in the City of Sedro-Woolley. Because this matter is a closed record appeal, the County's intervention is without prejudice to any issues raised in other litigation involving the parties to the above-captioned litigation. The County does not seek and is not granted standing to intervene on any

SKAGIT COUNTY PROSECUTING ATTORNEY
605 S. 3RD ST. -- Courthouse Annex
Mount Vernon, WA 98273
Phone: (360) 336-9460
Fax: (360) 336-9497

issues other than those related to the County's solid waste management plan and related agreements.

DATED this _____ day of _____, 2008.

_____
JUDGE / COMMISSIONER

Presented by:

SKAGIT COUNTY PROSECUTING ATTORNEY

By _____
Stephen Fallquist, WSBA No. 31678
Attorneys for Skagit County

SKAGIT COUNTY PROSECUTING ATTORNEY
605 S. 3RD ST. -- Courthouse Annex
Mount Vernon, WA 98273
Phone: (360) 336-9460
Fax: (360) 336-9497

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SKAGIT

ANNIE JANICKI, Petitioner, vs. CITY OF SEDRO WOOLLEY, a municipal corporation, and DELUXE RECYCLING AND DISPOSAL LLC, a Washington corporation, Respondents.	NO. 08-2-01130-8 DECLARATION OF DELIVERY BY: ____ FAX ____ ABC/LMI _X_ U.S. MAIL ____ ELECTRONIC MAIL

I, Judy L. Kiesser, declare as follows:

That I am over the age of 18 years, not a party to this action, and competent to be a witness herein;

That I, as a Legal Assistant in the office of the Skagit County Prosecuting Attorney, caused true and correct copies of the following documents to be delivered as set forth below:

Skagit County's Motion to Intervene
Declaration of Steve Fallquist w/Exhibits
Order Granting Skagit County's Motion to Intervene (proposed)
Note for Calendar (July 11, 2008; 9:30 a.m.)
Declaration of Delivery

and that I addressed said documents to the following:

SKAGIT COUNTY PROSECUTING ATTORNEY
605 S. 3RD ST. -- Courthouse Annex
Mount Vernon, WA 98273
Phone: (360) 336-9460
Fax: (360) 336-9497

Robert Carmichael
Zender Thurston P.S.
PO Box 5226
Bellingham, WA 98227-5226

Larry McCarter, Registered Agent
Deluxe Recycling and Disposal LLC
4916 Labounty Place
Ferndale, WA 98248

Eron Berg
Sedro Woolley City Attorney
325 Metcalf
Sedro Woolley WA 98284

Philip Serka
Attorney at Law
400 N. Commercial St
Bellingham, WA 98225-4003

C. Thomas Moser
Attorney at Law
411 Main
Mount Vernon, WA 98273

and on the 18 day of June, 2008, deposited said documents so addressed as follows:

[XX] by first-class mail, with sufficient postage prepaid thereon, in the United States Mail, at Mount Vernon, Skagit County, Washington.

[ ] sent for delivery by ABC-LEGAL MESSENGERS INC., at Mount Vernon, Skagit County, Washington.

[ ] sent for delivery by facsimile to the offices of _____, (FAX Number: [___] _____).

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

EXECUTED at Mount Vernon, Washington this 18 day of June, 2008.

Judy L. Kiesser

Judy L. Kiesser, Declarant

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