

Port of Everett

MEMORANDUM

Date: September 28, 2000
To: John Mohr, Karen Clements
From: Connie Bennett
Cc: Karen Bukis, Dean Shaughnessy
RE: Snohomish County Interlocal Agreement

Attached is ^{the original} a copy of the fully executed interlocal agreement between Snohomish County and the Port of Everett for the collection of waste oil.

**AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE PORT OF EVERETT
FOR
THE COLLECTION OF USED MOTOR OIL AND OIL FILTERS FROM “DO IT
YOUR SELF” CHANGERS AT THE PORT OF EVERETT**

WHEREAS, Snohomish County, as described in its Moderate Risk Waste Plan, has adopted a goal that environmentally safe disposal options be made available for household hazardous waste; and

WHEREAS, the improper disposal of used motor oil is the primary water pollutant; and

WHEREAS, the most effective services are those provided in close proximity to the location these wastes are generated; and

WHEREAS, the Port of Everett desires to provide appropriate disposal facilities for used motor oil at its facilities; and

THEREFORE, Snohomish County and the Port of Everett intend to cooperate through the following Agreement to provide oil and oil filter collection at multiple locations at the Port of Everett Marina.

This Agreement, between Snohomish County (“County”) and the Port of Everett (“Port”) is for the cooperative siting, maintenance and operation of a used oil, and oil filter collection program as outlined below.

In consideration of the promises stated herein, the parties agree as follows:

1. The Port shall:

- (a) Dedicate space for placement of six (6) drop-off centers for used motor oil and oil filters at the Port’s Marina facilities.
- (b) Provide regular clean-up of the collection containers and site, including but not limited to removing litter and debris, wiping tank of spilled material and applying absorbent to, and cleaning up any material spills.
- (c) Monitor customer participation to reduce the risk of spills and/or contamination, check collection tank volumes on a regular basis, and call the appropriate service contractor(s) as needed.
- (d) Assure that Port staff sign and date all contractor collection receipts.
- (e) Provide written reports to the County as requested.

(f) Be solely responsible for any clean up and decontamination and any other liability resulting from the failure of a collection tank on Port property and any spill of material which may result from such failure.

2. The County shall:

(a) Establish and maintain contracts for the collection and recycling and/or reprocessing and/or beneficial reuse of the oil and oil filters collected from these sites.

(b) Respond to problem conditions in a timely fashion.

(c) Provide maintenance of collection containers as part of the routine of servicing the sites.

(d) Upon request, advise the site sponsor regarding the management and disposal of other hazardous materials left at sites, not placed in the tanks.

(e) Provide identifying signs on or near the collection tanks and information as to what constitutes acceptable materials as required in WAC 212-51.

3. The Port and the County shall jointly:

(a) Be responsible for the collection and proper disposal of contaminated oil and/or other hazardous materials left at the sites; and

(b) Develop effective solutions to problems which may develop at the collection sites.

4. Duration and Termination:

(a) The term of this Agreement shall be ten years from the date of execution by both parties, unless otherwise terminated as provided in paragraph 4(b).

(b) Prior to the above termination date, this Agreement may be terminated at any time by either party delivering to the other party written notice of termination, effective 30 days from delivery of such notice.

(c) Upon termination, the County shall promptly remove any oil storage tank and/or other storage containers it has provided to the Port.

5. Hold Harmless: Each party hereto agrees to be responsible and assume liability for its own wrongful and negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent allowed by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party; and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to each.

6. Contract Administration:

(a) The Port and the County each hereby designate a program manager who shall be responsible for and shall be the contact person for all communications regarding the performance of this agreement. Each party may change its designated program manager by serving written notice upon the other party's program manager.

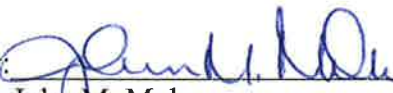
(b) The program manager for the County is Dave Shea.

(c) The program manager for the Port is Constance Bennett, Marina Director.

THIS AGREEMENT, consisting of three (3) pages, including all Exhibits, is executed by the persons signing below who warrant that they have the authority to execute this Agreement.

PORT OF EVERETT


Everett, Washington

By: 
John M. Mohr
Title: Executive Director

Date: 9/8/2000

SNOHOMISH COUNTY

Solid Waste Management Division

By: 
Dave Gibson
Purchasing Division Director

Date: 9-19-2000

Approved As To Form:


Carol Weibel
Deputy Prosecuting Attorney