

## **ADDENDUM TO THE SOLID WASTE INTERLOCAL AGREEMENT**

**THIS ADDENDUM TO THE SOLID WASTE INTERLOCAL AGREEMENT** is made and entered into by and between YAKIMA COUNTY, a Washington municipal corporation ("County") and THE CITY OF YAKIMA, a Washington municipal corporation ("City").

**WHEREAS**, the City and County, along with other jurisdictions within Yakima County, have been negotiating an updated Solid Waste Interlocal Agreement and Solid Waste and Hazardous Waste Management Plan, through the Solid Waste Advisory Council, on which the City has a seat; and

**WHEREAS**, a Solid Waste Interlocal Agreement has been approved by nearly all jurisdictions, but does not include language deemed necessary by the City; and

**WHEREAS**, the City and County have continued discussions as to the Solid Waste Interlocal Agreement and agree that in addition to the Solid Waste Interlocal Agreement, between the City and the County is appropriate;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and County as follows:

**Section 1:** It is acknowledged by the County that the City also contracts with entities authorized by state law, or collection companies operating under the authority and regulation of the Washington State Utilities and Transportation Commission, and that each of those entities shall be responsible for solid waste collection within the City's corporate limits.

**Section 2:** The City and the County agree as follows:

1. The County agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages and expenses related to all claims, suits arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with the Solid Waste Interlocal Agreement or the acts, failures to act, errors or omissions of the County, or any of Contractor's agents or subcontractors, in performance of the Solid Waste Interlocal Agreement, except for claims caused by the City sole negligence.
2. The City agrees to release, indemnify, defend and hold the County, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from any and all liabilities, losses, damages and expenses related to all claims, suits arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection the performance of this Solid Waste Interlocal Agreement, to the extent solely caused by the negligent acts, errors, or omissions of the City.

**Section 3:** The respective powers and duties of the City and County shall be exercised individually by each entity. No joint County-City agency is formed under this Agreement.

**Section 4:** Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Amendment is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this Amendment.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF YAKIMA**

**YAKIMA COUNTY**

\_\_\_\_\_  
Robert Harrison, City Manager

\_\_\_\_\_  
Amanda McKinney, County Commissioner

ATTEST:

\_\_\_\_\_  
Kyle Curtis, County Commissioner

\_\_\_\_\_  
Rosalinda Ibarra, City Clerk

\_\_\_\_\_  
LaDon Linde, County Commissioner

*Attest:*

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board *or*  
Erin Franklin, Deputy Clerk of the Board

**Approved as to Form:**

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