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City of Spokane
808 West Spokane Falls Blvd.
Spokane, Washington 99201

Spokane City Clerk File OPR 88-492
Spokane County File 88-0689

AMENDMENT NO. 1 TO
INTERLOCAL AGREEMENT FOR PERIODIC UPDATE/REVISION
OF THE COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

WHEREAS the City of Spokane, WA and Spokane County, WA have previously entered into an agreement entitled "Interlocal Agreement For Periodic Update/Revision Of The Comprehensive Solid Waste Management Plan," dated July 18, 1988, ("Agreement") and now desire to modify said Agreement,

NOW THEREFORE, the Agreement is amended as follows:

1. Section 2 is amended by inserting after subparagraph (4) on p. 3, the following replacement language, running down through the first paragraph denoted (iii) on p. 4:

In conjunction with administering the preceding four (4) functions and to comply with the provisions of chapter 39.80 RCW, the Parties do hereby establish a Consultant Selection Review Committee, (the "Committee"). The Committee shall be comprised of the following members:

(a) One (1) County representative to be designated by the Board of County Commissioners;

(b) Two (2) City of Spokane representatives, to be designated by that city;

(c) One (1) City of Spokane Valley representative, to be designated by that city;

(d) One (1) Regional Cities representative, to be designated by the regional cities Liaison Board representative;

(e) One (1) Solid Waste Advisory Committee member, to be designated by SWAC; and

(f) The project manager designated by the System Director.

The Project shall provide necessary staff to assist the Committee in performing the following functions:

(i) To prepare, with assistance from the Project, a Request for Qualifications and Proposals (RFQ/P) for the employment of a consultant to perform the above four (4) functions, (hereinafter referred to as the "Plan Update"). Additionally, to prepare criteria (including weights assigned thereto) to be used in evaluating responses to RFQ/P's submitted for the Plan Update. The RFQ/P and criteria, once prepared and reviewed by the Committee, shall be submitted to the Liaison Board for consideration. The Liaison Board shall make a recommendation on the RFQ/P to the respective legislative authorities of the City and County, which shall approve, disapprove or modify the same.

The scope of work and criteria prepared by City and County staff within the RFQ/P dated 10/21/04 and approved by the Regional Solid Waste Liaison Board December 6, 2004, will be submitted to the respective legislative authorities of the City and County for approval, disapproval, or modification of same without further preparation or review by the Committee.

(ii) To evaluate responses to RFQ/P's submitted, based upon approved criteria, (including weights assigned thereto) and shortlist the consultants responding.

(iii) To interview all consultants which are shortlisted, and based upon such interview and such RFQ/P criteria, (including weights assigned thereto), recommend to the Liaison Board a consultant which is the most highly qualified to provide services required for the Plan Update. The Liaison Board will consider the recommendation of the Committee and forward their recommendation to the respective legislative bodies of the City and County for their consideration. Subsequent to the legislative bodies of the City and County receiving a recommendation from the Liaison Board as to the consultant which is the most highly qualified for the Plan Update, the legislative bodies shall individually or jointly designate the most highly qualified consultant for the Plan Update, and direct the Project, along with appropriate staff, to negotiate a contract with the consultant designated as the most highly qualified. The contract shall have provisions as required by applicable state laws.

2. Thereafter, the Agreement shall continue as already provided, starting with the second full paragraph in the middle of page 4 which begins: "In the event the Project is unable to negotiate...". In all other respects, the Agreement shall continue in full force and effect.

3. Any changes herein in heading designation and enumeration of subparagraphs are for convenience only and shall not reflect any intent to otherwise alter the meaning except as expressly provided in the text of the Agreement itself.

4. This amendment takes effect on approval by both parties.

Approved on January 27, 2005 CITY OF SPOKANE

By: [Signature]
DEPUTY MAYOR



Attest: [Signature]
City Clerk

APPROVED AS TO FORM:
[Signature]
Assistant City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this and day of February, 2005.



[Signature]
PHILIP D. HARRIS, Chair

ATTEST:
VICKY M. DALTON
CLERK OF THE BOARD

[Signature]
TODD MIELKE, Vice-Chair

By: [Signature]
Daniela Erickson, Deputy

[Signature]
MARK RICHARD, Commissioner

APPROVED AS TO FORM:
[Signature]
Deputy Prosecuting Attorney

88-0689

RECEIVED
05.25.06
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SPOKANE, WA

OPR 88-492

7-12-88 agree\plan.jpe
Including Liaison Bd.&
Greg Smith recommendations

INTERLOCAL AGREEMENT FOR PERIODIC UPDATE/REVISION
OF THE COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

THIS INTERLOCAL AGREEMENT, made and entered into as of the 18 day of July, 1988, by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at West 808 Spokane Falls Blvd., Spokane, Washington, 99201, (hereinafter referred to as the "City"), and SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at West 1116 Broadway Avenue, Spokane, Washington, 99260, (hereinafter referred to as the "County"), jointly referred to, along with the City, as the "Parties".

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of chapter 36.58 RCW, the County may own and operate solid waste facilities; and

WHEREAS, pursuant to the provisions of RCW Section 35.92.022, the City is authorized to provide a system of solid waste disposal for the City of Spokane; and

WHEREAS, the City and County may contract between each other to jointly perform functions which each may individually perform; and

WHEREAS, pursuant to the provisions of chapter 70.95 RCW, the County, in cooperation with various cities located within the County, shall prepare a coordinated comprehensive solid waste management plan and update the same as provided by law; and

WHEREAS, pursuant to the above-cited statutory sections, the City and County desire to enter into an interlocal agreement, pursuant to which both entities, along with other cities which, pursuant to RCW Section 70.95.080, desire to authorize the County to act on their behalf, will agree that the Spokane Regional Solid Waste Disposal Project shall act as each entities's representative concerning:

A

(1) Preparation of revisions to the Spokane County Comprehensive Solid Waste Management Plan Update, (1984), in 1989 and every five (5) years thereafter.

(2) Preparation of a Local Hazardous Waste Plan as an element of the Spokane County Comprehensive Solid Waste management Plan Update (1989);

(3) Preparation of a Recycling Plan as an element of the Spokane County Comprehensive Solid Waste Management Plan Update, (1989); and

(4) Preparation of any environmental documents required for Items 1, 2 and 3.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises set forth hereinafter, the Parties do mutually agree as follows:

Section 1: PURPOSE

The purpose of this Agreement is to set forth the conditions under which the City and County will agree that the Spokane Regional Solid Waste Disposal Project shall act as each entities representative with regard to the preparation of revisions to the Spokane County Comprehensive Solid Waste Management Plan Update (1984); preparation of a Local Hazardous Waste Plan; preparation of a recycling plan; and preparation of any environmental documents relating thereto.

Section 2: DESIGNATION OF PROJECT OFFICE/FUNCTIONS

The County and City hereby designate the Spokane Regional Solid Waste Disposal Project ("Project") as their joint representative, as authorized under RCW 70.95.080, for the purpose of administering:

(1) Preparation of revisions to the Spokane County Comprehensive Solid Waste Management Plan Update, (1989), and every five (5) years thereafter;

(2) Preparation of a Local Hazardous Waste Plan as an element of the Spokane County Comprehensive Solid Waste Management Plan Update, (1989);

(3) Preparation of a Recycling Plan as an element of the Spokane County Comprehensive Solid Waste Management Plan Update (1989); and

(4) Preparation of any environmental documents required for Items 1, 2, and 3.

In conjunction with administering the preceding four (4) functions and to comply with the provisions of chapter 39.80 RCW, the Parties do hereby establish a Consultant Selection Review Committee, (the "Committee"). The Committee shall be comprised of the following members:

(a) Spokane Regional Solid Waste Disposal Project, Assistant Director;

(b) Spokane Regional Solid Waste Disposal Project, Waste Reduction/Recycling Coordinator;

(c) One Solid Waste Advisory Committee member, to be designated by SWAC;

(d) City of Spokane Refuse Director; and

(e) A County representative to be designated by the Board of County Commissioners.

The Project shall provide necessary staff to assist the Committee in performing the following functions:

(i) To prepare, with assistance from the Project, a Request for Qualifications and Proposals (RFQ/P) for the employment of a consultant to perform the above four (4) functions, (hereinafter referred to as the "Plan Update". Additionally, to prepare criteria (including weights assigned thereto) to be used in evaluating responses to RFQ/P's submitted for the Plan Update. The RFQ/P and criteria, once prepared and reviewed by the Committee, shall be submitted to the Liaison Board for consideration. The Liaison Board shall make a recommendation on the RFQ/P to the respective legislative authorities of the City and County, which shall approve, disapprove or modify the same.

(ii) To evaluate responses to RFQ/P's submitted, based

upon approved criteria, (including weights assigned thereto) and shortlist the consultants responding.

(iii) To interview all consultants which are short-listed, and based upon such interview and such RFQ/P criteria, (including weights assigned thereto), recommend to the Liaison Board a consultant which is the most highly qualified to provide services required for the Plan Update. The Liaison Board will consider the recommendation of the Committee and forward their recommendation to the respective legislative bodies of the City and County for their consideration. Subsequent to the legislative bodies of the City and County receiving a recommendation from the Liaison Board as to the consultant which is the most highly qualified for the Plan Update, the legislative bodies shall individually or jointly designate the most highly qualified consultant for the Plan Update, and direct the Project, along with appropriate staff, to negotiate a contract with the consultant designated as the most highly qualified. The contract shall have provisions as required by applicable state laws.

In the event the Project is unable to negotiate a contract with the consultant initially designated as most highly qualified for the Plan Update, under terms which the Project determines to be fair and reasonable, negotiations with such consultant shall be formally terminated, after action by both the City and County legislative authorities, and negotiations with the consultant subsequently designated by the legislative bodies from the shortlisted firms shall commence. The City and County legislative bodies shall determine, based upon a recommendation from the Project, whether or not any consultant, designated as the "most highly qualified" is unwilling to execute a contract which the Parties feel is satisfactory and at a price which the Parties determine to be fair and reasonable.

Once a contract has been successfully negotiated between the Project and consultant, the Project shall submit the

negotiated contract to the Liaison Board for review and action. The Liaison Board shall make a recommendation on the negotiated contract to the City and County legislative bodies, which shall approve, disapprove or modify the contract.

Both Parties agree to make available their respective staffs to assist the Project in performing those functions set forth in this Agreement.

The Parties further agree that the Project shall be designated to manage and direct the work of the consultant.

Section 3: FINANCIAL PARTICIPATION BY PARTIES

The Project shall prepare a yearly budget for review by the Liaison Board and respective legislative bodies for the functions being performed by the Project and consultant under the terms of this Agreement. The Parties recognize that funds necessary to support all budgeted items shall come from tipping fees generated from the disposal of solid wastes at City and County landfills or other Spokane Regional Solid Waste Disposal Project funds.

The Parties agree to execute any and all necessary documents for grants which may be available under chapter 70.95 RCW or other applicable law, to pay for all or a portion of the functions/services to be performed by the Project or selected consultant under the terms of this Agreement.

Section 4: PROCESSING OF MODIFICATIONS TO PLAN UPDATE

The Parties recognize that the County, pursuant to chapter 70.95 RCW and chapter 36.70 RCW has the statutory duty to adopt the Spokane County Comprehensive Solid Waste Management Plan as updated and revised upon the successful completion by the consultant of those functions provided for in Section 1 hereinabove. Accordingly, in the event the County, as result of public hearings, determines a modification of the functions described in Section 1 hereinabove is necessary prior to adopting the same, and/or forwarding the Spokane County Comprehensive Solid Waste Management Plan to the Washington State Department of Ecology for

review and approval, the Parties agree that the Project shall process such modifications under the terms of this Agreement.

Section 5: MISCELLANEOUS

(1) No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as the present Agreement.

(2) This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, orals or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties state that no representation, promise or agreement not expressed in this Agreement has been made to induce any Party to execute the same.

(3) Neither Party may terminate this Agreement unless: (i) the functions enumerated in Section 1 hereinabove to be performed by the Project and consultant have been completed to the satisfaction of both Parties; or (ii) the Parties mutually agree to terminate the Agreement; or (iii) either Party gives written notice to the other Party six (6) months prior to January first of any calendar year in which a Plan Update is required by law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

John R. McEwen
Patricia A. Mummery
Walter Shepard

ATTEST:
WILLIAM E. DONAHUE,
Clerk of the Board

By Barbara Donahue
Deputy Clerk
880689

Approved as to form:

CITY OF SPOKANE

Tony Wash
City Manager

Approved as to form:

Gregory A. Smith
Assistant City Attorney

ATTEST:
Maxilyn J. Montgomery
City Clerk