

11/03/11
SAB



Agenda Sheet for City Council Meeting of:
10/24/2011

Date Rec'd	10/12/2011
Clerk's File #	OPR 2003-0512
Renews #	

Submitting Dept	SPOKANE REGIONAL SOLID WASTE SYSTEM	Cross Ref #	
Contact Name/Phone	RUSS MENKE 6524	Project #	
Contact E-Mail	RMENKE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4490 LETTER EXTENSION TO INTERLOCAL AGREEMENT WITH SPOKANE VALLEY		

Agenda Wording
 Extension of the interlocal agreement between the City, Spokane County, and the City of Spokane Valley for participation in the Regional Solid Waste Management System through November 16, 2014.

Summary (Background)
 On June 30, 2003, the City and Spokane County entered into an interlocal agreement with the City of Spokane Valley to participate in the Regional Solid Waste Management System. That agreement will expire when the bonds that financed the System are paid off in December 2011. This extension will allow the expiration of the interlocal agreement to coincide with other related agreements, including the contract for operation and maintenance of the Waste to Energy facility.

Fiscal Impact	Budget Account
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	MENKE, RUSS	Study Session	
Division Director	MANDYKE, DAVE	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	rmenke@spokanecity.org	
For the Mayor	WEBSTER, DOROTHY	choltan@spokanecity.org	
Additional Approvals		ttauscher@spokanecity.org	
Purchasing		cbainbridge@spokanevalley.org	
		derickson@spokanecounty.org	

APPROVED BY SPOKANE CITY COUNCIL

10/24/11

 SPOKANE CITY CLERK



OFFICE OF THE CITY ATTORNEY

CARY P. DRISKELL – CITY ATTORNEY

11707 East Sprague Avenue Suite 103 ♦ Spokane Valley WA 99206
509.688.0235 ♦ Fax: 509.688.0299 ♦ cityattorney@spokanevalley.org

Mayor Mary Verner
City of Spokane
808 West Spokane Falls, Blvd.
Spokane, WA 99201

Board of County Commissioners
1116 West Broadway
Spokane, WA 99260

Re: *Proposed extension of 2003 interlocal agreement for solid waste*

Dear Board of County Commissioners and Mayor Verner:

The City of Spokane Valley requests that the City of Spokane and Spokane County execute this letter extension whereby the Interlocal Agreement (Ch.39.34 RCW) Between the City of Spokane, Spokane County and the City of Spokane Valley Re: Spokane Regional Solid Waste Management System (hereinafter referred to as “the Agreement”) between the parties is modified pursuant to Section 8 (Amendments) as follows:

Section 9 – DURATION AND TERMINATION.

A This Agreement shall run until 11:59 p.m on November 16, 2014, unless a different date is agreed upon in writing by the Parties.

The remainder of the Agreement shall remain unchanged by this amendment. This amendment shall become effective on the date of the last signatory hereto.

Dated: 11/2/11

CITY OF SPOKANE

Mary B. Verner
Mary Verner, Mayor

Approved as to form:
Cary P. Driskell
Office of the City Attorney

ATTEST:

Ceri D. Hester
City Clerk

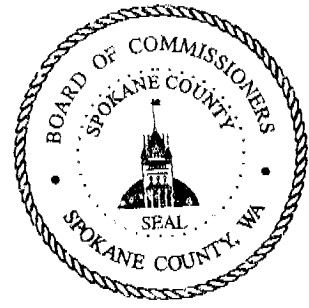


Dated: 10-18-11

Al French
Al French, Chair

Todd Mielke
Todd Mielke, Commissioner

Mark Richard
Mark Richard, Commissioner



ATTEST:

Daniela Erickson
Daniela Erickson, 11-0924
Clerk of the Board

Approved as to form:

James P. Emacio
James P. Emacio
Chief Civil Deputy Prosecuting
Attorney

Dated: 10/26/11

Mike Jackson
Mike Jackson, City Manager

ATTEST:

Christine Bainbridge
Christine Bainbridge, City Clerk

Approved as to form:

Cary P. Dunsell
Office of the City Attorney

NO. 11-0924

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE EXECUTING A DOCUMENT)
EXTENDING THE CITY OF SPOKANE)
VALLEY'S 2003 INTERLOCAL)
AGREEMENT AMONG THE CITY OF)
SPOKANE, SPOKANE COUNTY AND)
CITY OF SPOKANE VALLEY)
REGARDING THE CITY OF SPOKANE)
VALLEY'S USE OF THE SPOKANE)
REGIONAL SOLID WASTE)
MANAGEMENT SYSTEM)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (the "Board") has the care of county property and the management of county funds and business; and

WHEREAS, the City and County entered into an agreement entitled "Amended and Restated Interlocal Cooperation Agreement between the City of Spokane and Spokane County, Washington, Spokane Regional Solid Waste Management System", dated April 10, 1989 (the "Agreement"). The Agreement addresses the operation of the Spokane Regional Solid Waste Management System; and

WHEREAS, the City of Spokane, City of Spokane Valley, and Spokane County executed an agreement in 2003 entitled "Interlocal Agreement (CH. 39.34 RCW) Between the City of Spokane, Spokane County and the City of Spokane Valley RE: Spokane Regional Solid Waste Management System" (the "City of Spokane Valley Agreement"). Under the terms of the City of Spokane Valley Agreement, the City of Spokane Valley committed to use the Spokane Regional Solid Waste Management System for the disposal of its solid waste for an initial time frame of *8 years or for such longer term as any Bonds or Additional Bonds remain outstanding* as those terms are defined in the Agreement; and

WHEREAS, the time frame as provided for in the immediately preceding recital for the City of Spokane Valley to dispose of its solid waste at the Spokane Regional Solid Waste Management System will expire in as much as the 8 year term has run and no Bonds or Additional Bonds remain outstanding. As such, the City of Spokane Valley desires to extend the City of Spokane Valley Agreement until 11:59 p.m. on November 16, 2014. This time frame is the date which the City of Spokane extended it service agreement with Wheelabrator Spokane, Inc. to operation and maintenance the City's Waste to Energy Facility.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), that either the

Chairperson of the Board or a majority of the Board be is hereby authorized to execute that letter captioned "Proposed extension of 2003 interlocal agreement" wherein the City of Spokane, Spokane Valley and Spokane County will agreement to extend the agreement executed among the parties in 2003 and entitled "Interlocal Agreement (CH. 39.34 RCW) Between the City of Spokane, Spokane County and the City of Spokane Valley RE: Spokane Regional Solid Waste Management System" until 11:59 p.m. on November 16, 2014.

PASSED AND ADOPTED this 18th day of October, 2011.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Al French
AL FRENCH, Chair

ATTEST:

Todd Mielke
TODD MIELKE, Vice-Chair

Daniela Erickson
Daniela Erickson 1P-0924
Clerk of the Board

Mark Richard
MARK RICHARD, Commissioner

10-16-03

AGENDA SHEET FOR COUNCIL MEETING OF:

June 16, 2003

RECEIVED JUN 05 2003



Submitting Dept.
Solid Waste

Contact Person
Dennis Hein

Phone No. CITY CLERK'S OFFICE
625 7806 SPOKANE, WA

ADMINISTRATIVE SESSION

- X Contract
- o Report
- o Claims

LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- X Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

OPR 2003-512

STANDING COMMITTEES

(Date of Notification)

- o Finance _____
- o Neighborhoods _____
- o Planning/Community & Econ Dev _____
- o Public Safety _____
- o Public Works _____

Neighborhood/Commission/Committee Notified: _____

Action Taken: _____

AGENDA WORDING:

Interlocal Agreement (Ch. 39.34) between the City of Spokane, Spokane County and the City of Spokane Valley re: Regional Solid Waste Management System

BACKGROUND:

(Attach additional sheet if necessary)

With the incorporation of the City of Spokane Valley, it is necessary to enter into a separate interlocal agreement with the new City to confirm that it desires to become a part of the existing Spokane City-County Solid Waste Regional Project. The City Council of Spokane Valley has now approved this arrangement on May 27, 2003. In section 3 of the agreement, Spokane Valley promises to direct all solid waste generated within its geographical boundaries to the System. This agreement confirms our acceptance of the new City as a part of our interlocal solid waste system.

RECOMMENDATION: approve

Fiscal Impact:	X N/A	Budget Account:	o N/A
o Expenditure: \$		#	
o Revenue: \$		#	
o Budget Neutral			

ATTACHMENTS:

On file for Review in Office of City Clerk

SIGNATURES:

Dennis Hein
Department Head

[Signature]
Division Director

[Signature]
Legal

[Signature]
City Administrator for Mayor

Robert M. Higgins
Council President

DISTRIBUTION:

- David Mercier, Spokane Valley City Manager
- Dennis Hein, Solid Waste System Director
- Bill Wedlake, Spokane County Solid Waste Director
- Robert Beaumier Asst City Atty

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:

June 16, 2003
[Signature]
CITY CLERK

6-1



4940682
Page: 1 of 12
08/06/2003 05:42P
Spokane Co., WA

Return:
Spokane City Clerk's Office
5th Floor, 808 W. Spokane Falls Blvd
Spokane, WA 99201

rgb 03 05 06 430pm

_____ File no. OPR 03-512

_____ File no. **3 0666**

_____ File no. _____

INTERLOCAL AGREEMENT (CH. 39.34 RCW) BETWEEN THE CITY OF
SPOKANE, SPOKANE COUNTY AND THE CITY OF SPOKANE VALLEY

RE: SPOKANE REGIONAL SOLID WASTE MANAGEMENT SYSTEM

RECITALS

WHEREAS, the City of Spokane, a first class charter city duly organized and existing under and by virtue of the laws of the State of Washington (the "City"), and the County of Spokane, a class A county duly organized and existing under and by virtue of the laws of the State of Washington (the "County"), have specific powers and statutory duties relating to planning and controlling the management, handling and disposal of solid waste ("solid waste management") within the City and unincorporated area of the County (the "region"), respectively, including the development of a Solid Waste Management Plan under RCW 70.95;

WHEREAS, the City of Spokane Valley, WA, (hereinafter "Signatory Regional City"), a non charter optional code city duly organized and existing under and by virtue of the constitution and laws of the State of Washington, likewise has specific municipal statutory powers and duties relative to solid waste management within its jurisdiction; and

WHEREAS, the County duly adopted a Spokane County Comprehensive Solid Waste Management Plan for the region ("Plan") on July 21, 1998, including revisions in



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pledging all solid waste to System
Page 2**

Spokane County Resolution No. 98-0602; and

WHEREAS, the City and County initiated the Spokane Regional Solid Waste Disposal Project in 1984 in order to develop a necessary solid waste management system and plan, including appropriate waste reduction and recycling provisions and litter control provisions; and

WHEREAS, after years of planning and the completion of an adequate environmental impact statement and vendor selection process, and after due consideration of the environmental, social, technical, economic and other relevant factors, including public and governmental comment, and observation of applicable federal, state, and local procedures, the City and County established a cooperative project for the management, handling and disposal of solid waste generated within the City and the unincorporated areas of the County by execution of an Interlocal Cooperation Agreement by a joint Resolution adopted on November 3, 1987, as superseded by an Interlocal Cooperation Agreement adopted by the City and County on October 10, 1988, as superseded by Amended and Restated Interlocal Cooperation Agreement between the City of Spokane and Spokane County, WA on April 10, 1989 (hereinafter collectively referred to as the "County Interlocal Cooperation Agreement"); and

WHEREAS, the County, by the County Interlocal Cooperation Agreement has agreed to exercise its police and contract powers, and designate the System as the site for disposal of solid waste collected within the unincorporated area of the County by its Flow Control Ordinance, subject to the exceptions set forth therein; and

WHEREAS, Signatory Regional City now desires, in consideration for the City handling the disposal of Solid Waste at the System, to agree to exercise its police powers to designate the System as the sole site for disposal of Solid Waste under its control;

NOW THEREFORE, IT IS AGREED:

Section 1: DEFINITIONS.

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

- A. Annual Budget shall mean the System budget for a Fiscal Year, as adopted or amended by the City in accordance with Section 8.12 of the Bond Ordinance.
- B. Bond Ordinance means Ordinance C-29285, adopted January 9, 1989 by the City of Spokane City Council.



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pledging all solid waste to System**

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- C. City shall mean the City of Spokane, Washington, a first class charter city of the State of Washington.
- D. County shall mean Spokane County, Washington, a class A county of the State of Washington.
- E. County Interlocal Cooperation Agreement shall mean the above referenced County Interlocal Cooperation Agreement between the City and the County for the ownership, financing and management of the system and any amendments thereof.
- F. Disposal Site means a site or sites approved by the Board of County Commissioners for Spokane County or the Board's Authorized Designee, where any final treatment, utilization, processing, or deposition of Solid Waste occurs. This includes, but is not limited to, transfer stations (included as part of the disposal system of the County), sanitary landfills, incinerators, composting plants, and the location of a Facility for the recovery of energy resources from Solid Waste or the conversion of the energy from such wastes to more useful forms or combinations thereof.
- G. Facility shall mean the mass burn resource recovery steam and electric generating facility constructed pursuant to the Construction Contract; such facility is the "Facility" as such term is defined in the Construction Contract.
- H. Hazardous Waste shall mean waste which, by reason of its composition or characteristics is a toxic substance or hazardous waste as defined in the Resource Conservation and Recovery Act (RCRA), 42 USC 6901 et seq., together with its implementing regulations, or in the Toxic Substances Control Act (TOSCA), 15 USC 2601 et seq., together with its implementing regulations, or the definitions as promulgated by the State of Washington as Dangerous Waste or Extremely Hazardous Waste, all as may be now or hereafter amended from time to time.
- I. Recyclable Materials shall mean those materials, other than Recovered Materials which are separated from Solid Waste, either by the generator at the source of such Solid Waste or mechanically by the System at any lawfully authorized transfer station, recycling facility, or other permitted location, as the case may be, and which are capable of being returned to the economic mainstream by the System. Recyclable Materials may include, but shall not be limited to, bottles, aluminum cans, newspapers, cardboard, paper materials, or other specific commercially marketable items, where and only where such materials have been specifically sorted

**Spokane Valley Agreement to Join Regional Solid Waste System as Regional City,
pledging all solid waste to System
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by the generator prior to collection and are collected apart from the common municipal solid waste stream for commercial manufacture or recycling.

- J. Regional Cities shall mean all incorporated cities and towns in Spokane County, including Signatory Regional City, except the City of Spokane, which have entered into, or hereafter enter into a Regional City Interlocal Agreement.
- K. Scale System means the scales, scale house, computer hardware and software and associated equipment necessary to operate an automated ticketing system.
- L. Signatory Regional City means the City of Spokane Valley, WA.
- M. Solid Waste includes garbage and refuse and shall mean all putrecible and non-putrecible wastes, whether in solid or in liquid form except liquid-carried industrial wastes and sewage. "Solid Waste" includes garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, digested sludge, and vegetable or animal solid and semi-solid materials. Solid Waste does not include Recyclable Materials or Hazardous Waste. In addition, all materials deposited in cans or containers for collection, (other than Recyclable materials or Hazardous Waste), shall be deemed Solid Waste.
- N. System shall mean the existing Spokane Regional Solid Waste Management System comprised of all property, real or personal, tangible, or intangible that is now owned or hereafter acquired by the City which is used or useful by the City (i) in connection with the collection and disposal of Solid Waste generated within the City's boundaries and (ii) in connection with the disposal of Solid Waste generated and collected elsewhere and delivered to the System for disposal. As of the date hereof, the System includes, without limitation, the City's Northside Landfill, the City's refuse collection system, and all facilities and equipment appurtenant thereto, whether real or personal, and vehicles necessary and incident thereto.
- O. Tipping Fee means the amount charged per ton of Solid Waste for disposal by the System.

All other capitalized terms used herein, which are not defined, shall have the meanings given to them in the Bond Ordinance. Otherwise they shall have the same



OFFICE OF CITY CLERK

AGR

\$30.00

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Spokane Co, WA

**Spokane Valley Agreement to Join Regional Solid Waste System as Regional City,
pledging all solid waste to System
Page 5**

meaning as used in other documents referenced in this agreement unless another specific document is referenced.

Section 2: PURPOSE.

The purpose of this Agreement is to establish the participation of Signatory Regional City in the System as one of the Regional Cities.

Section 3: SOLID WASTE DIRECTED TO SYSTEM.

- A. Signatory Regional City hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the System.
- B. The following are specifically exempted from the provisions of subsection A:
- 1). Wrecking automobiles and parts thereof including storage and handling facilities, minor reclamation of scrap metal, glass, discarded clothing, paper, and their associated facilities which leads to resale or reuse of said material where no charge is made for collection or disposal to the originator.
 - 2). Depositing soil, rock, tree stumps, gravel, broken concrete, broken asphalt, and similar inert wastes onto the surface of the ground whereby such depositing is to be temporary in nature, graded, and otherwise worked to fill an existing depression or low area of ground.
 - 3). Depositing agricultural Solid Waste onto or under the surface of the ground when said waste is being utilized primarily for fertilized or a soil conditioner, or is being deposited on ground owned or leased by the person responsible for the production of said waste as long as depositing such waste does not create a nuisance.
 - 4). Depositing sewage and/or sludge onto or under the surface of the ground at a Disposal Site that has otherwise been issued a Permit by a local, state or federal agency to be operated, maintained or managed for that purpose.
 - 5). Depositing Hazardous Wastes or Dangerous Wastes onto or under the surface of the ground at a Disposal Site that has otherwise been



Spokane Valley Agreement to Join Regional Solid Waste System as Regional City, pledging all solid waste to System

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issued a Permit by a local, state or federal agency consistent with the Comprehensive Solid Waste Management Plan to be operated, maintained, or managed for this purpose.

- 6). Establishment and operation of a Woodwaste Landfill site; "Woodwaste Landfill" being defined in the Spokane County Flow Control Ordinance, No. 85-0395, section 2 II, adopted May 14, 1985.
- C. The Spokane County Comprehensive Solid Waste Management Plan will address disposal of all types of waste. The City and County will include Signatory Regional City in planning for and opportunities for proper disposal of exempt waste.

Section 4: ADMINISTRATION.

- A. Precise organization of entity. The entity defined above as the System has already been created. Signatory Regional City joins this System by this agreement. The City will manage the System pursuant to the terms and conditions of the County Interlocal Cooperation Agreement.
- B. The City will provide Signatory Regional City with a copy of the Annual Budget for the System.
- C. Although the City is the administrator of the System, a Policy Liaison Board has been established by the County Interlocal Cooperation Agreement. The Liaison Board already consists of two delegates from the City of Spokane, two from the County and one from the Regional Cities. With respect to Signatory Regional City however, it the intent of the parties that this Signatory Regional City (Spokane Valley) be entitled to its own separate voting seat on the Liaison Board, to be created as an additional sixth seat. Each party stipulates to and/or agrees -to seek amendment of any other applicable interlocal agreements as may be necessary to accomplish this intention.
- D. Holding, disposing real, personal property Any real or personal property needed for System operations may be acquired, held and disposed of by the City, as administrator under this agreement. The City administers all special funds for System operations.

Section 5: TIPPING FEES.



**Spokane Valley Agreement to Join Regional Solid Waste System as Regional City,
pledging all solid waste to System
Page 7**

- A. The Tipping Fees charged for disposal of Solid Waste at the System shall be that established by the City. Tipping Fees shall be uniform for the same class of service, except that Tipping Fees at the System's transfer stations and the Facility may differ to reflect the costs of transporting Solid Waste from the transfer stations to the Facility. The City has included and shall continue to include in the Tipping Fee a "landfill closure component" which will be allocated between the City, the County, and the Regional Cities as provided herein and in the County Interlocal Cooperation Agreement.

- B. If the Signatory Regional City is determined to have liability under Initiative 97 (RCW. 70.105D) or the Comprehensive Environmental Response Compensation, and Liability Act (CERCLA) in connection with any landfill, the System shall allocate to Signatory Regional City a portion of the revenues from the landfill closure component of the System's Tipping Fees. Such allocation of revenues shall be in the same proportion that Signatory Regional City's Solid Waste generated and delivered to the System bears to the total non-City [from sources other than the City of Spokane] Solid Waste generated from all other areas of Spokane County and delivered to the System each year. The portion of such non-City Solid Waste delivered to the System by the Signatory Regional City shall be determined by the population of the Signatory Regional City compared to the total non-City population [people living outside the City of Spokane in all other areas of Spokane County] or by such other mechanism as may be mutually agreed upon by the City, the County and the Signatory Regional City.

- C. The landfill closure component of the Tipping Fee will be increased or decreased periodically as deemed necessary by the City to generate the amount of funds required by the County or Regional Cities for landfill closure purposes within the limitations set forth in the County Interlocal Cooperation Agreement.

- D. Allocation of the revenues from the landfill closure component of the Tipping Fee will be made monthly to reflect the actual proportions based upon weight of Solid Waste delivered or caused to be delivered to the System each year by the City, County, and Regional Cities. The determination of the total weight of Solid Waste delivered or caused to be delivered to the system by the



**Spokane Valley Agreement to Join Regional Solid Waste System as Regional City,
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City, the County, and Regional Cities, shall be made through the use of Scale Systems or, at any Disposal Site where Scale Systems are not available, by converting volumes of Solid Waste to tons of Solid Waste at the agreed upon ranges of 3 1/3 cubic yards of compacted Solid Waste to one ton of Solid Waste and 6 2/3 cubic yards of non-compacted Solid Waste to one ton of Solid Waste. The determination of whether any particular Solid Waste delivered to a disposal site by any person is from the City or from other areas of the County shall be determined by the City through such methods or systems as the City and the County shall agree and deem appropriate.

- E. Revenue allocated to Signatory Regional City if any shall be remitted quarterly. Allocable revenues, including interest earnings thereon, may be used for the following purposes:
- 1). To pay landfill closure costs.
 - 2). To fund a reserve for future landfill costs.
 - 3). To pay other collection costs.
 - 4). Any other landfill purpose.

Section 6: UTILITY TAX.

If the City, County or Signatory Regional City should impose a utility tax on the disposal of Solid Waste at the System, the proceeds of that utility tax on disposal of Solid Waste generated within the County, either from incorporated or unincorporated areas, shall be shared, after the deduction of all appropriate and reasonable administrative costs, between the City, the County and the Regional Cities proportionately based upon the tons of Solid Waste delivered to the System from the City, the Regional Cities, and the tons of Solid Waste delivered to the System from other sources. The allocation of the tax will be pursuant to the method specified in Section 5B of this Agreement.

Section 7: UPDATE OF THE COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN.

Pursuant to RCW 70.95.080, Signatory Regional City hereby authorizes the County, acting independently or through its agents or consultants, to prepare a plan for Signatory Regional City solid waste management as a part of the revisions to the Spokane County Comprehensive Solid Waste Management Plan Update in 1989 and every five (5) years thereafter, including preparation of a Local Hazardous Waste Plan, a Recycling



**Spokane Valley Agreement to Join Regional Solid Waste System as Regional City,
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Plan and any environmental documents required therefore. The County will provide drafts of the update and notify Signatory Regional City of meetings regarding the update. The Plan and any updates will be submitted to Signatory Regional City for their approval.

Section 8: AMENDMENT.

Amendment of this Agreement may be made only by written agreement of the parties.

Section 9: DURATION AND TERMINATION.

- A This Agreement shall be for an initial term of 8 years or for such longer term as any Bonds or Additional Bonds remain Outstanding.
- B This Agreement can be terminated early only by written agreement of the City of Spokane, Spokane County, and the Signatory Regional City. Upon termination of the Agreement, the City shall own the System and all of its assets. [cross reference, County Interlocal Cooperation Agreement, Sec. 5.2 e].

Section 10: HEADINGS.

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, limit or extend the scope or intent of the sections to which they apply.

Section 11: ADDITIONAL.

This Agreement contains all of the terms and conditions agreed upon by the parties. 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. The parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the parties to execute the same. Failure to enforce any term or condition in any one instance shall not be deemed waiver in other instance. This Agreement shall not be construed to favor any party.

Section 12: FILING OF THE AGREEMENT.

The City of Spokane and Signatory Regional City shall file this Agreement with the respective City Clerks and the City shall file this Agreement with the Spokane County Auditor and Secretary of State.



**Spokane Valley Agreement to Join Regional Solid Waste System as Regional City,
pledging all solid waste to System
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Section 13: SEVERABILITY.

In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

Section 14: EFFECTIVE DATE.

This Agreement shall become effective immediately after it is duly adopted by the Board of Spokane County Commissioners, and the Councils of the Cities of Spokane and the Signatory Regional City.

IN WITNESS WHEREOF each of the parties have executed this Agreement by their duly authorized officials.

DATED this 19th day of June, 2003.

CITY OF SPOKANE

By: John T. Powers, Jr.
John Powers, Mayor

Jack Lynch
Jack Lynch
City Administrator

ATTEST:

Terri Pfister
Terri Pfister
City Clerk



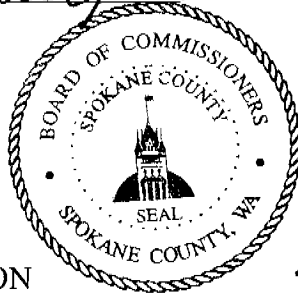
Approved as to Form:

Robert Beaumier
Robert Beaumier
Assistant City Attorney



**Spokane Valley Agreement to Join Regional Solid Waste System as Regional City,
pledging all solid waste to System
Page 11**

ADOPTED by the Board of County Commissioners of Spokane County, Washington this
15th day of July, 2003.



John Roskelley
John Roskelley, Chair

Philip D. Harris
Philip D. Harris,

ATTEST:
VICKY M. DALTON
CLERK OF THE BOARD

By: Daniela Erickson
Daniela Erickson, Deputy

M. Kate McCaslin
M. Kate McCaslin, Commissioner

ATTEST:
Daniela Erickson
Daniela Erickson
Clerk of the Board

APPROVED:
Francine Boxer
Francine Boxer
Chief Executive Officer

Approved as to Form:
James P. Emacio
James P. Emacio
Chief Civil Deputy
Prosecuting Attorney



**Spokane Valley Agreement to Join Regional Solid Waste System as Regional City,
pledging all solid waste to System
Page 12**

DATED this 30 day of June, 2003.

City of Spokane Valley, WA
Signatory Regional City

By: *[Signature]*
City Manager

Attest:
[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney