

2/15/07

RECEIVED

AGENDA SHEET FOR COUNCIL MEETING OF: May 21, 2007

MAY 10 2007



Submitting Dept.
Regional Solid Waste System

Contact Person/Phone No.
Mollie Mangerich 625-7806

Council Sponsor
Public Works Committee

CITY CLERK'S OFFICE
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

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

OPR 2007-0415

STANDING COMMITTEES

(Date of Notification)

- o Finance _____
- o Neighborhoods _____
- o Planning/Community & Econ Dev _____
- o Public Safety _____
- x Public Works _____
- 4/23/07

Neighborhood/Commission/Committee Notified:

Action Taken:

AGENDA WORDING:

(If contract, include the term.)

Interlocal Agreement between Town of Rockford, Spokane County, and City of Spokane for participation in Spokane Regional Solid Waste System. Termination date is December 31, 2014, with a provision for automatic, successive 20-year renewals.

BACKGROUND:

(Attach additional sheet if necessary)

In 1987-88 the City of Spokane and Spokane County entered into an Interlocal Cooperation Agreement relating to solid waste management. As provided in the Agreement, Spokane County pledged its waste stream to support the Spokane Regional Solid Waste System (Regional System), which originated as the Solid Waste Disposal Project. The Regional System is operated as a department of the City of Spokane and serves regional disposal needs. All of the regional cities within Spokane County, including Rockford, have participated with the City of Spokane and Spokane County in working together to address regional disposal and other solid waste needs. In a recent file check, it was determined that the agreement with Rockford was never processed for final signatures. This action is requested to correct that oversight. The Rockford Interlocal Agreement follows form with contracts already approved with all of the other Spokane County regional cities and towns, and Fairchild AFB.

RECOMMENDATION: Approve

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

ATTACHMENTS: Include in Packets:

On file for Review in Office of City Clerk: Interlocal Agreement

SIGNATURES:

Mollie Mangerich
Dept. Head - Solid Waste System

Bob Beards
Legal

[Signature]
Division Director

[Signature]
Chief Operating Officer for Mayor

Finance

Alexander J. Hogan, Jr.
Council President

DISTRIBUTION:

Town of Rockford
Board of Spokane County
Commissioners

Spokane County Auditor
WA Secretary of State

Regional Solid Waste System
(jsmee@spokanecity.org)

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:

May 21, 2007

[Signature]
RETIRING CITY CLERK

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE,
SPOKANE COUNTY AND THE TOWN OF ROCKFORD;
SPOKANE REGIONAL SOLID WASTE MANAGEMENT SYSTEM**

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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 the power to control the management, handling and disposal of solid waste ("Solid Waste Management") within the City and unincorporated area of the County (the "Region"), respectively;

WHEREAS, the Town of Rockford (hereinafter "Rockford") is a city duly organized and existing under and by virtue of the laws of the State of Washington, and has the power to control solid waste management within the Town of Rockford; and,

WHEREAS The County duly adopted a Solid Waste Management Plan for the Region ("Plan"), which Plan was adopted by Rockford; 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 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 observance of applicable federal, state and local procedure, 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 joint Resolution adopted on November 3, 1987, as superseded by an Interlocal Cooperation Agreement adopted by the City and County on October 10, 1988 (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 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 exception set forth therein; and,

WHEREAS Rockford now desires, in consideration of the City handling the disposal of Solid Waste at the System, to agree to exercise its police power and authority

to designate the System as the sole site for disposal of Solid Waste under Rockford's control;

NOW, THEREFORE, BETWEEN THE PARTIES HERETO IT IS HEREBY AGREED AS FOLLOWS:

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. City shall mean the City of Spokane, Washington, a first class charter city of the State of Washington.

C. County shall mean Spokane County, Washington, a Class A County of the State of Washington.

D. County Interlocal Cooperation Agreement shall mean the Interlocal Cooperation Agreement between the City and the County for the ownership, financing and management of the System and any amendments thereof.

E. Rockford shall mean the Town of Rockford, Washington, a 4th class city of the State of Washington.

F. 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.

G. Regional Cities shall mean all incorporated cities and towns in Spokane County, except the City of Spokane, which have entered into, or hereafter enter into a Regional City Interlocal Agreement such as this Agreement.

H. Solid Waste includes garbage and refuse and shall mean all putrescible and non-putrescible wastes, whether in solid or in liquid form except liquid-carried industrial wastes and sewage, and including garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, digested sludge, vegetable or animal solids and semi-solid materials. Solid Waste does not include Recyclable Materials or Hazardous Waste. All materials deposited in cans or containers for collection, (other than Recyclable Materials or Hazardous Waste), shall be deemed Solid Waste.

I. 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 and 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, (a) the City's Northside landfill, (b) the right of the City to dispose of Solid Waste at the County's Mica Landfill pursuant to the County Interlocal Agreement, and (c) the City's refuse collection system and all facilities and equipment appurtenant thereto, together with all equipment, rolling stock facilities, properties, whether real or personal, and vehicles necessary or incident thereto.

All capitalized terms used herein, which are not defined, shall have the meaning given to them in the Bond Ordinance, said ordinance meaning that bond ordinance enacted by the City to finance the Facility or other System improvements.

Section 2. PURPOSE.

The purpose of this Agreement is to establish the participation of Rockford in the System.

Section 3. SOLID WASTE TO SYSTEM

A. Rockford hereby covenants, agrees and contracts to exercise its police power and authority 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 clothes, 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 where by 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 fertilizer or a soil conditioner, or is being deposited on ground owned or lease by person responsible of 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 which 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 which has otherwise been issued a Permit by a local, state or federal agency to be operated, maintained or managed for this purpose.

(6) Establishment and operation of a Woodwaste Landfill site.

C. The Spokane County Comprehensive Solid Waste Management Plan will address disposal of all types of waste. The City and County will include Rockford in planning for and opportunities for proper disposal of exempt waste.

Section 4. ADMINISTRATION.

A. The City will manage the System pursuant to the terms and conditions of the County Interlocal Cooperation Agreement.

B. The City will provide Rockford with a copy of the Annual Budget for the System.

C. A representative of the Regional Cities will be a voting member of the Liaison Board established by the County Interlocal Cooperation Agreement.

Section 5: TIPPING FEES.

A. The Tipping Fees charged for disposal of Solid Waste at the System shall be established by the City. Tipping Fees shall be uniform for the same class of service, except that Tipping Fees at the System 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. The Tipping Fees will not be used for payment of City of Spokane collection costs.

B. If Rockford is determined to have liability under Initiative 97 or the Comprehensive Environmental Response, Compensation and the Liability Act (CERCLA) in connection with any landfill, the System shall allocate to Rockford 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 Rockford’s Solid Waste generated and delivered to the System bears to the total non-City Solid Waste generated in the County and delivered to the System each year. The portion of non-City Solid Waste generated and delivered to the System by Rockford shall be determined by the population of Rockford compared to the total non-City population of the County or by such other mechanism as may be mutually agreed upon by the City, the County and Rockford.

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 City, the County, and Regional Cities shall be made through the use of scale systems. 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.

Section 6: UTILITY TAX.

If the City or the County 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 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 utility tax will be determined in the manner specified in section 5D of this Agreement.

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

Pursuant to RCW 70.95.080(3), Rockford hereby authorizes the County acting independently, or through its consultants or agents, to prepare a plan for Rockford 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 as provide in RCW 70.95.110 or as required by the Washington State Department of Ecology under 70.95.100. The 1989 revisions, as well as subsequent amendments to such plan, may include the preparation of a Local Hazardous Waste Plan, a Recycling Plan and any environmental documents required therefore. The Plan will be submitted to Rockford for its 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 end December 31, 2014, or for such longer terms as the series 2005 bonds or any additional bonds remain outstanding.

B. This Agreement can be terminated early only by written agreement of the parties.

C. This Agreement shall be renewed automatically for successive 20-year terms unless either party agrees not to renew it.

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: ALL WRITINGS CONTAINED HEREIN

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 that same.

Section 12: FILING OF THE AGREEMENT

The City and Rockford 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.

Section 13: SEVERABILITY

In the even 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 Rockford.

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

DATED this 2nd day of May, 2007.

APPROVED this 2nd day of May, 2007.

Attest:

Dorene J. Mae
Town Clerk

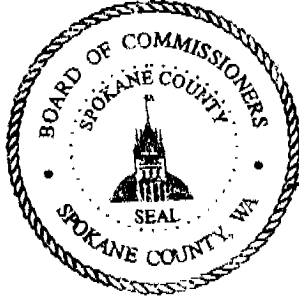
Town of Rockford
Ed Baune
Ed Baune, Mayor
~~Gary Wagner~~
Curt Severson,
Mayor Pro Tem

Approved as to form:

Attorney

RECEIVED
05-11-07
CITY CLERK'S OFFICE
SPOKANE, WA

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 5th day of June, 2007.



Attest:


Daniela Erickson
Clerk of the Board


Mark Richard, Chair


Bonnie Mager, Vice-Chair

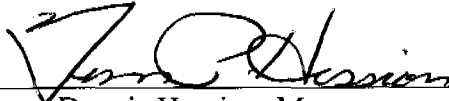

Todd Mielke, Commissioner

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(signature page)
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06-14-07
CITY CLERK'S OFFICE
SPOKANE, WA

**Interlocal Cooperation Act; Spokane Regional Solid Waste System; Town of
Rockford—Page 9 of 9**

SIGNED on May 31, 2007

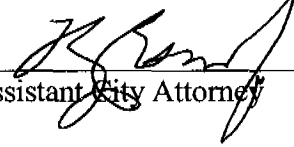
CITY OF SPOKANE

By 
Dennis Hession, Mayor

Attest:


City Clerk

Approved as to form:


Assistant City Attorney



NO. 7 0476

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING)
THE EXECUTION OF AN INTERLOCAL)
AGREEMENT AMONG THE TOWN OF)
ROCKFORD, SPOKANE COUNTY AND)
THE CITY OF SPOKANE FOR)
PARTICIPATION IN THE SPOKANE)
REGIONAL SOLID WASTE SYSTEM)

RESOLUTION

WHEREAS, the Town of Rockford ("Rockford") is a city duly organized and existing under and by virtue of the laws of the State of Washington and has the power to control solid waste management within its corporate boundaries; and

WHEREAS, Spokane County duly adopted a Solid Waste Management Plan for the Region (the "Plan") which Plan was adopted by Rockford; and

WHEREAS, the City of Spokane and Spokane County established a cooperative project for the management, handling and disposal of solid waste generated within the City of Spokane and the unincorporated areas of Spokane County, which undertaking is set forth in an document entitled "AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY, WASHINGTON SPOKANE REGIONAL SOLID WASTE MANAGEMENT SYSTEM" (the "Interlocal Agreement"). Under the Interlocal Agreement solid waste is handled by the Spokane Regional Solid Waste System (the "System"). The System is operated as a department of the City of Spokane and serves regional disposal needs. All of the regional cities within Spokane County, including Rockford, have participated with the City of Spokane and Spokane County in working together to address regional disposal and other solid waste needs. Recently, it was determined that the interlocal agreement among Rockford, the City of Spokane and Spokane County for its participation in the System was never processed for final signature as were agreements with other cities/towns in Spokane County. This interlocal agreement follows the form of contracts already approved among the City of Spokane, Spokane County and other Spokane County regional cities, towns and Fairchild Air Force Base. Under the terms of the interlocal agreement, the Town of Rockford in consideration for the System handling the disposal of its solid waste at the System agrees to exercise its police power and authority to designate the System as the sole site for disposal of Solid Waste under its control.

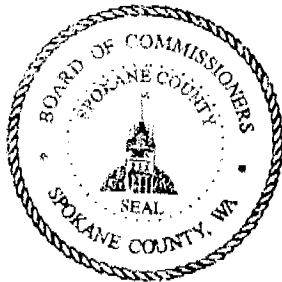
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the chairman of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE, SPOKANE COUNTY AND THE TOWN OF ROCKFORD; SPOKANE REGIONAL SOLID WASTE MANAGEMENT SYSTEM" pursuant to which under certain terms and conditions, the County, as the entity responsible for preparing the Solid Waste Management Plan, and the

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City of Spokane and Spokane, as the parties who executed the document entitled "AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY, WASHINGTON SPOKANE REGIONAL SOLID WASTE MANAGEMENT SYSTEM" wherein a regional system was set up as a department of the City to address regional solid waste disposal and other solid waste needs, and the Town of Rockford will agree that the Town of Rockford will use its police power and authority to designate the System as the sole site for disposal of Solid Waste under its control.

PASSED AND ADOPTED this 5th day of June 2007.

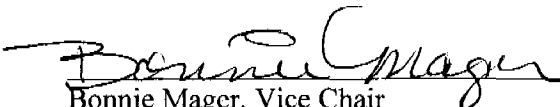
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON



ATTEST:



Mark Richard, Chair



Bonnie Mager, Vice Chair



Daniela Erickson, Clerk of the Board



Todd Mielke, Commissioner