


**Agenda Sheet for City Council Meeting of:**

11/06/2023

<b>Date Rec'd</b>		10/25/2023	
<b>Clerk's File #</b>		OPR 2014-0060	
<b>Renews #</b>			
<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Cross Ref #</b>	RES 2014-0131
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540	<b>Project #</b>	
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	N/A
<b>Agenda Item Name</b>	4490 CITY/COUNTY DISPOSAL INTERLOCAL AGREEMENT AMENDMENT NO. 4		
<b>Agenda Wording</b>			
Amendment No. 4 to the Interlocal Agreement (ILA) between the City of Spokane and Spokane County for transfer and disposal services at the City's Waste to Energy Facility (WTE).			
<b>Summary (Background)</b>			
In 2017, the term of the ILA was amended to five (5) years, with five (5) one-year extensions that will renew automatically on September 1st each year. This amendment extends the term to November 17, 2024 to align with the transfer station's operations contract and also includes an increase of the County's disposal rate from \$57.07/ton to \$65.00/ton, as well as the addition of Waste Management as the bypass services provider with associated pricing.			
Lease? NO	Grant related? NO	Public Works? NO	
<b>Fiscal Impact</b>		<b>Budget Account</b>	
Revenue	\$ \$7,800,000.00 (bypass & WTE tons)	#	4490-44110-37052-34379
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	AVERYT, CHRIS	<b>Study Session\Other</b>	PIES 10/23/23
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	CP Kinnear, CM Bingle
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	SCHOEDEL, ELIZABETH	mdorgan@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	jsalstrom@spokanecity.org	
<b>Additional Approvals</b>		tprince@spokanecity.org	
<b>Purchasing</b>		caveryt@spokanecity.org	
		eschoedel@spokanecity.org	
		Approved by Spokane City Council	
		on: 11/13/2023	

  
City Clerk

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	Chris Averyt
<b>Contact Email &amp; Phone</b>	<a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 509-625-6540
<b>Council Sponsor(s)</b>	CP Kinnear, CM Bingle
<b>Committee Date</b>	October 23, 2024
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Amendment #4 to the Disposal Interlocal Agreement between the City of Spokane and Spokane County.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In 2014, under Resolution No. 14-0131 and OPR 2014-0060, an Interlocal Agreement (ILA) outlining the transfer and disposal of solid waste between the City and County was finalized. The ILA laid the foundation for a smooth transition of the management of the Regional Solid Waste System from the City to the County, effective November 17, 2014. The City and County have worked together very effectively under the terms of that ILA, providing reliable solid waste transfer and disposal services to all the member jurisdictions of the Regional Solid Waste System.</p> <p>In 2017, the ILA was amended to adjust the disposal rate for the County, eliminate the termination clause and amend the term to five years with five 1-year extension options that will renew automatically on September 1<sup>st</sup> each year. The first 1-year extension began automatically on September 1, 2023.</p> <p>The provisions of this ILA amendment/extension include:</p> <ul style="list-style-type: none"> <li>• An increase of the County's disposal rate from \$57.07/ton to \$65.00/ton</li> <li>• Extension of the term to November 17, 2024 to align with the transfer stations operations contract..</li> <li>• The addition of Waste Management as the bypass services provider and associated pricing.</li> </ul>
<b>Proposed Council Action</b>	Council approval of Amendment #4 to the ILA
<b>Fiscal Impact</b> Total Cost: <u>Anticipated annual revenue of \$7,800,000.00 for both bypass and WTE tons</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) Revenue generating	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	

What impacts would the proposal have on historically excluded communities?

This proposal would ensure approved and permitted disposal of solid waste so that historically excluded communities are not impacted by a lack of services.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A- The City and County Solid Waste System do not have access to this type of customer data in relation to solid waste.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Waste volumes and associated revenues are closely monitored on a monthly basis which allows the City and County staff to collaborate effectively and streamline procedures for weighing and tracking loads from the two County Transfer Stations. Also, the coordination of special services related to educational programs and promotion of waste reduction, recycling and composting have shown highly effective outcomes through this type of collaboration.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This ILA amendment aligns with the Comprehensive Solid Waste Management Plan, which is a requirement under RCW 70A.205.040. The purpose of the requirement is to plan for solid waste and materials reduction, collection, handling and management services and programs throughout the state, as designed to meet the unique needs of each county and city in the state. This ILA formally establishes that relationship and other provisions of the plan between the City and County.

NO. 23 - 0676

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING  
AMENDMENT #4 TO THE INTERLOCAL  
AGREEMENT BETWEEN THE CITY OF  
SPOKANE AND SPOKANE COUNTY  
REGARDING TRANSFER AND DISPOSAL  
OF SOLID WASTE

**RESOLUTION**

**WHEREAS**, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

**WHEREAS**, pursuant to RCW 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board” or “Board of County Commissioners”); and

**WHEREAS**, pursuant to RCW 36.32.120(6), the Board has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to RCW 39.34.030, any two or more public agencies may enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, pursuant to RCW 36.58.040, the County may enter into agreements with public or private parties to construct, purchase, acquire, lease, add to, alter, extend, maintain, manage, utilize, or operate publicly or privately owned or operated solid waste handling systems, plants, sites, or other facilities; and

**WHEREAS**, pursuant to chapters 36.58 RCW, 70A.205 RCW, and 8.56 SCC, the County operates a regional solid waste system that includes municipalities within Spokane County; and

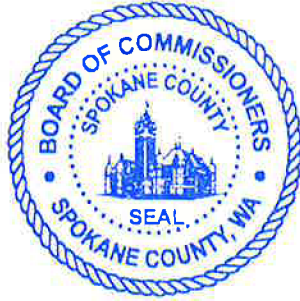
**WHEREAS**, pursuant to Resolution Nos. 14-0131, 14-1021, 15-0581, and 17-0706, the City of Spokane (“City”) and Spokane County have entered into an interlocal agreement pertaining to transfer and disposal of solid waste through the County-owned Transfer Stations and the City-owned Waste to Energy Facility; and

**WHEREAS**, the City and the County desire to execute an amendment to said interlocal agreement to extend the term thereof and to adjust the rates for disposal of waste delivered from the Transfer Stations to the Waste to Energy Facility or bypass waste receiving facility.

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Spokane County, Washington that the INTERLOCAL AGREEMENT FOR SOLID WASTE AMENDMENT #4 & EXTENSION attached hereto is approved.

**BE IT FURTHER RESOLVED** by the Board that the chair of the Board or a majority of the Board is authorized to execute said document at other than an open public meeting.

PASSED AND ADOPTED this 7th day of November, 2023.



ATTEST:

*Ginna Vasquez*  
Ginna Vasquez  
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

*Mary L. Kuney*  
MARY L. KUNEY, CHAIR

*Josh Kerns*  
JOSH KERNS, VICE-CHAIR

*Al French*  
AL FRENCH, COMMISSIONER

*Amber Waldref*  
AMBER WALDREF, COMMISSIONER

*Chris Jordan*  
CHRIS JORDAN, COMMISSIONER



**City of Spokane**  
**INTERLOCAL AGREEMENT FOR SOLID WASTE AMENDMENT #4 & EXTENSION**

**THIS INTERLOCAL AGREEMENT AMENDMENT #4 / EXTENSION** is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE COUNTY, a political subdivision of the State of Washington, "County", whose address for the transaction of business is 1116 West Broadway Avenue, Spokane, Washington 99260. Together referenced as the "Parties".

*WHEREAS, the Parties entered into an Interlocal Agreement Between the City of Spokane and Spokane County Regarding Transfer and Disposal of Solid Waste, (Agreement) on February 19, 2014 and subsequently amended on January 21, 2015 to provide an early buy out for the purchase of the Transfer Stations, on June 22, 2015 to provide for all by-pass waste delivered to the Waste-To-Energy Facility under current contract, and August 15, 2017 to provide an extension to the term of the agreement, update disposal rates and the termination clause; and*

*WHEREAS, the Parties agree to amend the Interlocal Agreement to reflect a change in the County Disposal Rate for solid waste and by-pass waste, amend the underlying contract to reflect the additional terms required as a result of a new by-pass waste contract with Waste Management, amend to add additional negotiated terms as contained in Attachments C and D, and extend the Interlocal Agreement to November 16, 2024; and*

*NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**A. CONTRACT DOCUMENTS.**

The Interlocal Agreement, dated February 19, 2014, any previous amendments, addenda and / or extensions / renewals thereto (collectively, "Agreement"), are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**B. EFFECTIVE DATE / EXTENSION.**

This Interlocal Agreement Amendment / Extension shall become effective when fully executed and shall end November 17, 2024. Section 3 of the Agreement is hereby deleted.

**C. AMENDMENT.**

A. *Section 4H* of the Agreement is hereby amended to read as follows:

**H. County Disposal Rate:**

**Solid Waste Delivered to WTE:** For the period of this extension, the County shall pay to the City **SIXTY-FIVE AND NO/100 DOLLARS (\$65.00)** per ton for each ton of solid waste delivered from the Transfer Stations to the Waste to Energy Facility by the County.

By-pass Waste Delivered to Waste Management: For the period of this extension, the County shall pay to the City **FIFTY-EIGHT AND 95/100 DOLLARS (\$58.95)** per ton for each ton of By-pass solid waste delivered by the County to Waste Management from the Transfer Stations.

B. Section 4M of the Agreement is hereby amended to read as follows:

**M. Non-processible Waste:**

The CITY shall be responsible for identifying and disposing of any non-processible waste delivered to the Waste to Energy Facility. The CITY and the COUNTY further agree, that upon request of the CITY during times when the Waste to Energy Facility is unavailable to process waste, the COUNTY agrees to load waste (by-pass) from one or both County Transfer Stations into containers and deliver directly to a mutually agreed upon location for further transport and disposal at a landfill.

Replacement or Repair of Containers for By-pass Transportation. The COUNTY and its subcontractors, shall be liable for the repair or replacement of Containers/Trailers and Vehicles to the extent such is necessary because of the negligence of the COUNTY or County's Transfer Stations contracted operator, including but not limited to, overloading or improper loading of Equipment. If damage occurs to the equipment, the disposal provider for By-pass Waste will document the damage and send such documentation to the responsible Party. Once repairs are completed, disposal provider for By-pass Waste will invoice the responsible Party directly for reimbursement.

If a container or trailer is delivered by the COUNTY to the disposal provider for By-pass waste with external evidence (such as smoke or extreme heat) that the container or trailer might contain Unacceptable Waste, or might reasonably contain Unacceptable Waste and the disposal provider for By-pass waste takes steps it believes is necessary to protect its employees and the public from potential hazard, the COUNTY, or its subcontractors, is responsible for all costs and liability associated with managing Unacceptable Waste within the container.

"Unacceptable Waste" means Hazardous Waste and any waste, the acceptance and handling of which would cause a violation of any solid waste facility permits or applicable law.

C. Section 4D of the Agreement is hereby amended to read as follows:

**D. County Flow Control:**

The COUNTY shall maintain, and enforce within its jurisdiction, its Flow Control Ordinance for the duration of this Agreement, so long as the Flow Control Ordinance is legally enforceable. During the term of this Agreement, subject to the exceptions currently in effect contained in its Flow Control Ordinance and as otherwise provided in this Agreement, the COUNTY designates the Waste To Energy Facility to be the sole final disposal site for solid waste at all times the Facility is in operation. The COUNTY shall not, directly or indirectly, site or permit to be sited any solid waste disposal site other than the Waste To Energy Facility, and shall enforce the Flow Control Ordinance continuously; provided, however, that this requirement shall not apply to hazardous waste. The designation of the Waste To Energy Facility as the sole final disposal site for solid waste shall be made by the COUNTY concurrently with the effective date of this Agreement, but in no event later than November 17, 2014. This clause shall not apply to any municipality within Spokane County that does not execute an interlocal agreement with the COUNTY to participate in the County Regional Solid Waste System.

D. Section 4I of the Agreement is hereby amended to read as follows:

**I. Billing:**

The CITY shall bill the COUNTY monthly on or before the 20<sup>th</sup> of the month for the previous month.

The monthly bill shall be determined by multiplying the Solid Waste tonnage delivered by the COUNTY from the Transfer Stations to the Waste to Energy Facility by the applicable County Disposal rate; and multiplying the Solid Waste tonnage delivered by the COUNTY from the Transfer Stations to the by-pass waste receiving facility by the applicable County disposal rate.

The CITY shall be responsible for weighing Solid Waste as it enters the CITY's Waste To Energy Facility. The CITY can authorize weighing of the Solid Waste by the COUNTY as it leaves the COUNTY Transfer Stations inbound to the CITY's Waste To Energy Facility. The COUNTY shall provide to the CITY copies of the COUNTY's weigh tickets within 10 days for verification. The COUNTY shall weigh by-pass waste as it leaves the Transfer Stations. The CITY shall be responsible for receiving weigh tickets from the By-pass waste receiving facility for by-pass waste delivered from the COUNTY Transfer Stations. The PARTIES can mutually agree to other methods for weighing of the Solid Waste delivered to the Waste To Energy Facility or by-pass waste receiving facility by the COUNTY.

The COUNTY shall advise the CITY in writing within ten (10) business days of invoice receipt if it has any questions, needs further information, or disputes the bill. The COUNTY will reimburse the CITY for the monthly billing within sixty (60) calendar days of invoice receipt for all portions of the bill which are not disputed. Any dispute between the PARTIES as to any billing shall be resolved pursuant to the Dispute Resolution Section. If a billing not subject to dispute is outstanding for more than three (3) months, it shall, at the sole discretion of the CITY, accrue interest at the current local government investment pool rate until paid.

E. Additional Agreed Terms:

**By-pass Waste.** The COUNTY shall be responsible for (i) loading By-pass Waste at the Transfer Stations into Containers provided by the disposal provider for By-pass Waste in compliance with all Applicable Laws and other Contract Standards, including but not limited to U.S. Department of Transportation requirements; (ii) transportation and delivery of loaded Containers of By-pass Waste from the Transfer Stations to the Receiving Facility; and (iii) transportation and delivery of empty Equipment from the Receiving Facility to the Transfer Stations.

**Title.** Title to and liability for Unacceptable Waste shall remain with the COUNTY at all times. If the COUNTY through the Transfer Stations delivers Unacceptable Waste to the disposal provider for By-pass waste or the Waste to Energy Facility, the Unacceptable Waste may be returned to the Transfer Stations or the COUNTY may be required to remove and dispose of the Unacceptable Waste at the COUNTY's expense. The County shall indemnify, hold harmless and pay or reimburse the CITY for any and all costs, liabilities, damages and/or fines incurred as a result of or relating to the tender or delivery of Unacceptable Waste to the disposal provider for By-pass waste or other failure to comply or conform to this Contract, including costs of inspection, testing and analysis. Title to Contract Waste shall pass to the upon acceptance at the Disposal Site.

F. The Agreement is further amended to include the following attachments, C & D:

**Exhibit C** – Special terms and conditions with respect to City's selection of option under RCW 70A.205.040(4) in conjunction with comprehensive solid waste management plan update; and



**Exhibit D** – Special terms and conditions with respect to Parties' obligations with regard to the County Regional Solid Waste System.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally binding representatives affix their signatures below.

PASSED AND ADOPTED this 7th day of November, 2023.



Attest:

*Ginna Vasquez*  
Ginna Vasquez  
Clerk of the Board

**BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON**

*Mary L. Kuney*  
MARY L. KUNEY, CHAIR

*Josh Kerns*  
JOSH KERNS, VICE-CHAIR

*Al French*  
AL FRENCH, COMMISSIONER

*Amber Waldref*  
AMBER WALDREF, COMMISSIONER

*Chris Jordan*  
CHRIS JORDAN, COMMISSIONER

Approved as to form:

*MJ Cozza*  
Deputy Civil Prosecuting Attorney

**CITY OF SPOKANE**

Attest:

*[Signature]*  
City Clerk

Approved as to form:

*Michael J. Piccolo*  
Assistant City Attorney

By *Nadine Woodward* 11/15/2023  
Signature Date

Nadine Woodward  
Type or Print Name

Mayor  
Title

**Attachments that are part of this Agreement:**

Exhibit C and Exhibit D – as stated in Section 3.

U2023-048d



**EXHIBIT "C"**

**SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY'S SELECTION OF OPTION UNDER RCW 70A.205.040(4) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE**

**B.1: CITY'S SELECTION OF OPTION UNDER RCW 70A.205.040(4) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN**

The CITY hereby selects the following option as provided for in RCW 70A.205.040(4)(c) in conjunction with its solid waste management, namely:

Authorize the COUNTY to prepare a plan for the CITY's solid waste management for inclusion in the Comprehensive Solid Waste Manage Plan.

With regard to this option, the CITY:

- a. Authorizes the COUNTY to prepare a plan for the CITY's solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2010- Publication No. 10-07-005),
- b. Agrees to provide information to the COUNTY in conjunction with the preparation of the draft SCCSWMP or any amendments, revisions or updates thereto,
- c. Agrees to provide timely comments on any draft SCCSWMP or any amendments, revisions or updates thereto,
- d. Agrees to timely adopt the draft SCCSWMP or any amendments, revisions or updates thereto and in writing notify the COUNTY,
- e. Authorizes the COUNTY to submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to Washington State Department of Ecology ("WDOE") for its approval under RCW 70A.205.055, and
- f. Agrees that when the SCCSWMP or any amendment, revisions or update thereto is finally adopted by WDOE it shall be binding upon the CITY in its solid waste management.

With regard to this option, the COUNTY:

- a. Shall prepare a plan for the CITY's solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter 70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012- Publication No. 10-07-005),

- b. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto to the Solid Waste Advisory Committee for its review and comments,
- c. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to WDOE for its approval under RCW 70A.205.055, and
- d. Shall pay for all costs of preparing the SCCSWMP or any amendments, revisions or updates thereto.

The COUNTY will seek financial aid from WDOE for preparing the SCCSWMP or any amendments, revisions or updates thereto as provided for in RCW 70A.205.080. Provided, however, the PARTIES agree that any moneys expended by the COUNTY is preparing the SCCSWMP or any amendments, revisions or updates thereto in excess of WDOE financial aid, at the sole option of the COUNTY, shall be included in establishing any "gate fee" to be charged to individuals disposing of solid waste at COUNTY owned transfer stations and ultimately reimbursed to the COUNTY. The COUNTY shall maintain records of any all costs incurred in preparing the SCCSWMP or any amendments, revisions or updates thereto.

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**EXHIBIT "D"**

**SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES' OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM**

**C. 1: CITY's OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM**

The CITY joins the County Regional Solid Waste System. The 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 County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY's Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY (i) shall designate the County Regional Solid Waste System as its sole disposal site at all times, and (ii) shall enforce the Flow Control Ordinance continuously. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence.

**C. 2: COUNTY'S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM**

The COUNTY shall own, maintain and operate the County Regional Solid Waste System. The COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

The COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, postclosure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

The COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.

The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

- (1) assist in the development of programs and policies concerning solid waste handling and disposal,
- (2) review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
- (3) review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations. In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300

The COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. The COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

**C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS**

During the term of this Agreement, the COUNTY plans to further investigate the cost- effectiveness of various alternatives for Solid Waste disposal.

**C. 4: EVALUATION OF COMMUNITY CLEAN-UP PROGRAM**

During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a "Community Clean-up Program" as a service provided under the Spokane County Regional Solid Waste System.

**C. 5: PAYMENTS FROM THE CITY OF SPOKANE**

Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.

