

NO. 24 - 0700

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING)
AMENDMENT #5 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, 17-0706, and 23-0676, 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 and extension of said interlocal agreement.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington that the INTERLOCAL

AGREEMENT FOR SOLID WASTE AMENDMENT #5 & 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.

BE IT FURTHER RESOLVED by the Board that the chair of the Board or a majority of the Board is authorized to take any other action necessary to effect the above at other than an open public meeting.

PASSED AND ADOPTED this 12th day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Mary L. Kuney, Chair



Josh Kerns, Vice-Chair




Al French, Commissioner



Amber Waldref, Commissioner



ATTEST:



Gina Vasquez, Clerk of the Board



Chris Jordan, Commissioner



Agenda Sheet for City Council:

Committee: PIES **Date:** 10/21/2024

Committee Agenda type: Consent

Date Rec'd

10/22/2024

Clerk's File #

OPR 2014-0060

Cross Ref #

RES 2014-0131

Project #

Council Meeting Date: 11/04/2024

Submitting Dept

SOLID WASTE DISPOSAL

Bid #

Contact Name/Phone

CHRIS AVERYT 625-6540

Requisition #

NA

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4490-CITY/COUNTY DISPOSAL INTERLOCAL AGREEMENT AMENDMENT NO. 5

Agenda Wording

Amendment No. 5 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).

Summary (Background)

In 2014, an ILA outlining the transfer and disposal of solid waste between the City and County was entered into. In 2017, the ILA was amended to adjust the County's disposal rate, eliminate the termination clause and amend the term to five years with five 1-year extensions. This amendment adds up to (5) one year automatic renewals, allows the County to pursue a separate contract for bypass waste and adds language to address trailer damage liability and Flow Control.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

This is a revenue generating Interlocal Agreement that was planned for in the Solid Waste Disposal budget.

Amount

Budget Account

Revenue \$ 8,000,000.00

4490-44110-37052-34379

Select \$

Approved by Spokane City Council

Select \$

on: 11/04/2024


Select \$

#

\$

#

\$

 City Clerk

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	October 21, 2024
Submitting Department	Solid Waste Disposal
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org , 625-6540
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment #5 to the Disposal Interlocal Agreement between the City of Spokane and Spokane
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *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 1st 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"> Adds up to (5) one-year automatic renewals. Allows the County to pursue a separate contract for bypass waste. Adds language to address trailer damage liability and Flow Control.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>Anticipated annual revenue of \$8,000,000.00</u> Current year cost: Subsequent year(s) cost:	
Narrative: <u>This is a revenue generating interlocal agreement that was planned for in the Solid Waste Disposal budget.</u>	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Yes	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- 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
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- 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 work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable

City Clerk's No. OPR 2014-0060



City of Spokane
**INTERLOCAL AGREEMENT FOR SOLID
WASTE AMENDMENT #5**

THIS INTERLOCAL AGREEMENT AMENDMENT #5 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 add back the renewal paragraph, which was inadvertently deleted in the 2023 amendment #4 and to reflect a change in the date of the renewal from September 2nd to November 17th of each additional, thus the original Interlocal Agreement needs to be formally Amended by this written document; 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 and other items in Section 4, Terms 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, addendums and / or extensions / renewals thereto, 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.

This Interlocal Agreement Amendment shall become effective when fully executed and shall end November 17, 2025.

C. AMENDMENT.

A. Section No. 3 shall read as follows:

SECTION NO. 3: DURATION

This Agreement shall automatically extend for up to five (5) additional one-year terms commencing November 17, 2025 and running through November 16th of the following year UNLESS one party gives notice to the other party six months prior to November 17th of any

contract year that they do not intend to extend for an additional one(1) year term, in which case the Agreement will terminate on November 17th.

B. Section No. 4(C)(1) is amended to read as follows:

Delivery of Solid Waste to City Waste To Energy Facility. The City shall inform the County of the monthly tonnage that the City would like to receive from the County in order to efficiently operate the WTE. The County shall pay the County Disposal Rate as provided for in Section 4(H) of this Agreement. While both parties intend to supply the necessary tonnage to support operations of the City Waste to Energy Facility and County Transfer Stations, both the County and the City reserve the right to deliver waste to each respective facility at their sole discretion, provided it is within terms of the Flow Control Ordinance. The County may enter into separate agreements regarding waste not delivered to the WTE. The County shall notify the City in writing at least three (3) months in advance of starting such an agreement.

C. Section No. 4(M) is 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, excluding loads received from the County transfer hauls. 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 from one or both County Transfer Stations into containers and deliver to an alternate designated system disposal site.

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.

D. Section 4(D) is amended to read as follows:

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, the County designates the Waste To Energy Facility to be a designated system disposal site for solid waste at all times the Facility is in operation. The County may designate other facilities as system disposal sites.

E. Sections 4(E) and 4(F) are deleted.

F. 4H of the Agreement is hereby amended to read as follows:

H. County Disposal Rate:

Solid Waste Delivered to WTE: For the period of Amendment #5, the County shall pay to the City a price per ton for each ton of solid waste delivered from the Transfer Stations to the Waste to Energy Facility by the County based on the annual rate adjustment below with base year pricing provided in Amendment #4.

Waste Delivered using City's contract for non-processible waste: For the period of Amendment #4, the County shall pay to the City the per ton price according to the terms in Contract OPR 2023-1043 for any solid waste delivered by the County to City's contract vendor from the Transfer Stations.

On January 1st of each year following the initial one (1) year term of this Agreement in 2024, the CITY will adjust the County Disposal Rate to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index, All Items for All Urban Consumers (CPI-U) (the "Index"). The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index number for October of the just-completed year by the Index number for October of the previous year. In the event the Index number stays the same or decreases, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number and shall be computed using the previous highest Index number.

Example Calculation of Annual Rate Adjustments:

	INDEX	ADJUST FACTOR	COUNTY DISPOSAL RATE
Base Tr. N	125		65.00
N+1	128.844	1.030752	67.44
N+2	133.315	1.034710	69.78
N+3*	132.474	No change	69.78
N+4**	133	No change	69.78
N+5	137.748	1.033252	72.10
N+6	140.054	1.1016741	73.31
* No change – Index decreased			
** No charge – Index did not exceed highest previous Index			

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 4th day of November, 2024



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



MARY L. KUNEY CHAIR

ATTEST:



JOSH KERNS, VICE-CHAIR



Ginna Vasquez
Clerk of the Board




AL FRENCH, COMMISSIONER


Approved as to form:



Deputy Civil Prosecuting Attorney



AMBER WALDREF, COMMISSIONER



CHRIS JORDAN, COMMISSIONER

Attest:

CITY OF SPOKANE

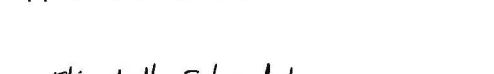


City Clerk

By Alex Scott 11/11/2024
Signature Date

Alex Scott
Type or Print Name

Approved as to form:



Assistant City Attorney

City Administrator
Title

Attachments that are part of this Agreement:

N/A

Certificate Of Completion

Envelope Id: 17088A336A7D4776AE6EED47BE18F7C7

Status: Completed

Subject: OPR 2014-0060 AMENDMENT SPOKANE COUNTY

Source Envelope:

Document Pages: 8

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Enveloped Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

drose@spokanecity.org

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

11/11/2024 2:55:30 PM

drose@spokanecity.org

Signer Events**Signature****Timestamp**

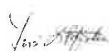
Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication (None)



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Signed: 11/11/2024 4:07:08 PM

Signature Adoption: Uploaded Signature Image

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Elizabeth Schoedel

eschoedel@spokanecity.org

Assistant City Attorney - approved as to form only

Security Level: Email, Account Authentication (None)



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Viewed: 11/11/2024 4:46:13 PM

Signed: 11/11/2024 4:46:18 PM

Signature Adoption: Pre-selected Style

Using IP Address: 73.97.247.31

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 11/11/2024 4:46:13 PM

ID: 013af5d7-3dec-4b64-a224-d5ab7f855d7a

Alex Scott

ascott@spokanecity.org

City Administrator

Security Level: Email, Account Authentication (None)



Sent: 11/11/2024 4:46:20 PM

Viewed: 11/11/2024 5:10:49 PM

Signed: 11/11/2024 5:11:04 PM

Signature Adoption: Pre-selected Style

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 11/11/2024 5:10:49 PM

ID: 6a52627a-cbaf-4093-ac91-fbc0461ddb3f

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication (None)



Sent: 11/11/2024 5:11:05 PM

Viewed: 11/11/2024 5:11:25 PM

Signed: 11/11/2024 5:12:43 PM



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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/11/2024 3:21:24 PM
Certified Delivered	Security Checked	11/11/2024 5:11:25 PM
Signing Complete	Security Checked	11/11/2024 5:12:43 PM
Completed	Security Checked	11/11/2024 5:12:43 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

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How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: *Public Works*

24 - 0700 -

CONTACT PERSON: *Debra Geiger*

PHONE NUMBER: *509-477-7281*

CHECK TYPE OF MEETING BELOW: **BELOW FOR CLERK'S USE ONLY:**

☒ Regular Legislative Session Agenda

AGENDA TITLE *(please provide a reasonably descriptive agenda title for this item:* Interlocal Agreement for solid waste disposal with the City of Spokane.

DESCRIPTIVE SUMMARY *(please provide anticipated fiscal and budgetary information & reason for request):* The County and City of Spokane agree to amend the Interlocal Agreement for solid waste disposal to reflect a changes in terms and contracts and to extend the agreement through 2025.

FISCAL IMPACT *(please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable):* Estimated impact for ILA amendment and extension: \$7.5M
Fund 435 – transfer station gate fees

REQUESTED BOARD ACTION *(if any):* Spokane County Board of Commissioners approval of amended interlocal agreement with the City of Spokane.

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item:
Spokane County Prosecuting Attorney's Office

This Item will need to be codified in the Spokane County Code: No


Agenda Sheet for City Council Meeting of:

11/06/2023

Date Rec'd

10/25/2023

Clerk's File #

OPR 2014-0060

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #

RES 2014-0131

Contact Name/Phone

CHRIS AVERYT 625-6540

Project #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

N/A

Agenda Item Name

4490 CITY/COUNTY DISPOSAL INTERLOCAL AGREEMENT AMENDMENT NO. 4

Agenda Wording

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).

Summary (Background)

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

Fiscal Impact
Budget Account

Revenue \$ \$7,800,000.00 (bypass & WTE tons)

4490-44110-37052-34379

Select \$

#

Select \$

#

Select \$

#

Approvals
Council Notifications
Dept Head

AVERYT, CHRIS

Study Session\Other

PIES 10/23/23

Division Director

FEIST, MARLENE

Council Sponsor

CP Kinnear, CM Bingle

Finance

ALBIN-MOORE, ANGELA

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eschoedel@spokanecity.org

Approved by Spokane City Council
on: 11/13/2023


City Clerk

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org , 509-625-6540
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	October 23, 2024
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment #4 to the Disposal Interlocal Agreement between the City of Spokane and Spokane County.
Summary (Background) *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 1st 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"> An increase of the County's disposal rate from \$57.07/ton to \$65.00/ton Extension of the term to November 17, 2024 to align with the transfer stations operations contract.. The addition of Waste Management as the bypass services provider and associated pricing.
Proposed Council Action	Council approval of Amendment #4 to the ILA
Fiscal Impact 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: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue generating	
Operations Impacts (If N/A, please give a brief description as to why)	

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

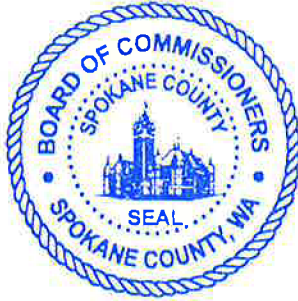
WHEREAS, pursuant to Resolution Nos. 14-0131, 14-1021, 15-0581, and 17-0706, the City of Spokane ("City") and Spokane County have entered into an interlocal agreement pertaining to transfer and disposal of solid waste through the County-owned Transfer Stations and the City-owned Waste to Energy Facility; 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 20th 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
Clerk of the Board



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


MARY L. KUNEY, CHAIR


JOSH KERNS, VICE-CHAIR


AL FRENCH, COMMISSIONER


AMBER WALDREF, COMMISSIONER


CHRIS JORDAN, COMMISSIONER

Approved as to form:


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 in 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.

(This space intentionally left blank.)

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.

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: *Public Works*

CONTACT PERSON: *Debra Geiger*

PHONE NUMBER: *509-477-7281*

CHECK TYPE OF MEETING BELOW: **BELOW FOR CLERK'S USE ONLY:**

☒ Regular Legislative Session Agenda

Clerk's Resolution No.

23 - 0676

Approved:

Majority/Unanimous

Denied:

Majority/Unanimous

Renews/Amends No.

Public Works No.

Purchasing Dept. No.

AGENDA TITLE (please provide a reasonably descriptive agenda title for this item: 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.

DESCRIPTIVE SUMMARY (please provide anticipated fiscal and budgetary information & reason for request): The County and City of Spokane agree to amend the Interlocal Agreement for solid waste disposal to reflect a change in the County disposal rate for solid waste and by-pass waste. Other amendments include terms required as a result of the City of Spokane's new by-pass waste contract with Waste Management; the City's continued participation in the Spokane County Regional Solid Waste System; and extension of this ILA until November 16, 2024 to align with the County's transfer station operations contract.

FISCAL IMPACT (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable): Estimated impact for ILA amendment and extension: \$7.5M. Fund 435 – transfer station gate fees.

REQUESTED BOARD ACTION (if any): Asking for Spokane County Board of Commissioners' approval of amended interlocal agreement with the City of Spokane.

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item:
10/31/23

This Item will need to be codified in the Spokane County Code: No

Certificate Of Completion

Envelope Id: 2AC56F1D78764A8C8D821B104DCEC4E9

Status: Completed

Subject: OPR 2014-0060 CONTRACT CITY/COUNTY DISPOSAL INTERLOCAL AGREEMENT AMENDMENT NO. 4

Source Envelope:

Document Pages: 15

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US &

drose@spokanecity.org

Canada)

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

11/14/2023 11:51:10 AM

drose@spokanecity.org

Signer Events**Signature****Timestamp**

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication
(None)

Sent: 11/14/2023 11:54:50 AM

Viewed: 11/15/2023 10:46:35 AM

Signed: 11/15/2023 10:46:43 AM

Signature Adoption: Uploaded Signature Image
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Michael J. Piccolo

mpiccolo@spokanecity.org

Assistant City Attorney

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style
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Accepted: 11/15/2023 10:50:16 AM

ID: 5116b7ea-3e14-45a8-8e4e-d0f57b20ce07

Nadine Woodward

nwoodward@spokanecity.org

Mayor

City of Spokane

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Uploaded Signature Image
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Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication
(None)

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sarah Cannon scannon@spokanecity.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/15/2023 10:51:13 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2023 11:54:50 AM
Certified Delivered	Security Checked	11/15/2023 1:27:19 PM
Signing Complete	Security Checked	11/15/2023 1:27:30 PM
Completed	Security Checked	11/15/2023 1:27:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.



Agenda Sheet for City Council Meeting of:
07/31/2017

Date Rec'd	7/19/2017
Clerk's File #	OPR 2014-0060
Renews #	
Cross Ref #	RES 2014-0131
Project #	
Bid #	
Requisition #	
Submitting Dept	PUBLIC WORKS
Contact Name/Phone	SCOTT SIMMONS 625-6584
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 - CITY/COUNTY DISPOSAL INTERLOCAL AGREEMENT AMENDMENT NO. 3

Agenda Wording

Amendment No. 3 to Interlocal Agreement between the City and County for transfer and disposal services at the City's Waste to Energy Facility (WTE).

Summary (Background)

This Amendment extends the term of the agreement, reduces the County disposal rate and removes the early termination option. The current Interlocal Agreement with the County contains a per ton disposal rate the County pays the City for disposal services as well as an option for the County to terminate the Agreement at any time by giving the City 12 months' notice.

Fiscal Impact

Select \$
Select \$
Select \$
Select \$

Budget Account

#

Approvals

Dept Head SIMMONS, SCOTT M.
Division Director SIMMONS, SCOTT M.
Finance DAVIS, LEONARD
Legal DALTON, PAT
For the Mayor DUNIVANT, TIMOTHY

Council Notifications

Study Session
Other PWC

Distribution List

kgimpel@spokanecity.org
cconklin@spokanecity.org
acline@spokanecity.org
eschoedel@spokanecity.org

Additional Approvals

Purchasing

APPROVED BY
SPOKANE CITY COUNCIL:

July 31, 2017
[Signature]
CITY CLERK

BRIEFING PAPER

Public Works Division

July 24, 2017

Subject:

Amendment #3 to the Disposal Interlocal Agreement between the City and County.

Background:

In 2014, under Resolution No. 14-0131 and City Clerk OPR 2014-0060, the City and County worked diligently to draft and finalize the Interlocal Agreement (ILA) between the City of Spokane and Spokane County outlining the transfer and disposal of solid waste. 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.

The ILA was structured to provide for the possibility that the County might determine, after a period of three years that pursuing a lower-cost disposal alternative may be in the best interest of the County and the Regional System's other member jurisdictions. This "opt-out" provision in the ILA recognized that there were many uncertainties going forward relative to the cost of various disposal alternatives. In the ILA, the County made a commitment to three years of solid waste disposal at the City's WTE Facility, with one year notice stipulated for discontinuing flow to the WTE at any point in time after November 16, 2017.

The County's preference is to keep the Regional Solid Waste System operating under the current scenario, with all solid waste from member jurisdictions and the unincorporated areas of Spokane County transferred to the WTE Facility for final disposal. It is the County's position that the WTE Facility provides a disposal solution that is environmentally superior to landfill disposal, and they hope to continue to use the WTE Facility in the interest of environmental stewardship.

The City has benefitted from the current operational approach. The coordination of special services related to educational programs and promotion of waste reduction, recycling, and composting have proceeded especially well, with City and County staff working together for highly

effective outcomes. In addition, City and County staff collaborated effectively to streamline the procedures for weighing and tracking loads from the two County Transfer Stations whereby the City has realized time and cost savings at the WTE Facility. In short, the City no longer weighs the County transfer trucks in and out at the WTE reducing labor cost and allows City collection trucks faster more efficient dump time.

The County has requested a \$3 per ton disposal rate reduction in exchange for certain benefits and assurances to the City.

Impact

- The City would reduce the County Disposal Rate \$3 to \$51.90 per ton, which would be <\$300,000 per year of the \$7 million in annual revenue from the County.
- The term of the Amended ILA would be for five years with five 1-year extension options thereafter.
- The "opt-out" option for the County in the ILA would be eliminated.
- This Amendment to the ILA would guarantee the County's waste flow and \$7 million per year revenue would continue for at least five more years, allowing the City to recognize the community enhancements (additional neighborhood clean ups, improving alleys, etc.) outlined in our overall rate proposal.

Action

Request approval of Amendment #3 of the Disposal Interlocal Agreement between the City and County.

Funding

The Amendment will cost the Solid Waste Disposal Department <\$300,000 per year while retaining the County's \$7 million per year in revenue for at least five more years, allowing us to implement the community enhancements outlined in our overall rate proposal.

NO. 17-0706

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING)
AMENDMENT #3 TO THE INTERLOCAL)
AGREEMENT BETWEEN THE CITY OF)
SPOKANE AND SPOKANE COUNTY)
REGARDING TRANSFER AND DISPOSAL OF)
SOLID WASTE EXECUTED UNDER)
RESOLUTION NO. 14-0131 AS MODIFIED BY)
RESOLUTION NO. 14-1021 AND RESOLUTION)
NO. 15-0581)

RESOLUTION

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

WHEREAS, pursuant to the provisions of RCW 36.58.040, counties may construct, lease, purchase, acquire, add to, alter, or extend solid waste handling systems, plants, sites, or other facilities and shall have full jurisdiction and authority to manage, regulate, maintain, utilize, operate, control and establish the rates and charges for those solid waste handling systems, plants, sites, or other facilities; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, pursuant to the provisions of Spokane County Resolution No. 14-0131, the City of Spokane ("City") and County of Spokane ("County") jointly "Parties" executed an interlocal agreement entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE" (Interlocal Agreement") which was subsequently modified under Resolution Nos. 14-1021 and 15-0581; and

WHEREAS, the Parties desire to amend the Interlocal Agreement as modified to provide for an immediate \$3/ton reduction in the rate the County pays to the City for waste taken to the City's Waste To Energy Facility. In addition, the County commits to sending its solid waste to the Waste To Energy Facility for a five-year period ending September 1, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.12(6), RCW 36.58.040 and chapter 39.34 RCW, that either the chairperson of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT

AMENDMENT” wherein the City of Spokane and Spokane County will amend certain provisions of that document executed under Spokane County Resolution No. 14-0131 and modified under Resolution Nos. 14-1021 and 15-0581 to provide for an immediate \$3/ton reduction in the rate the County pays to the City for waste taken to the City’s Waste To Energy Facility. In addition, the County commits to sending its solid waste to the Waste To Energy Facility for a five-year period ending September 1, 2022.

PASSED AND ADOPTED this 15th day of August, 2017.



ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French
AL FRENCH, Chairman

Josh Kerns
JOSH KERNS, Vice-chair

VACANT
COMMISSIONER

INTERLOCAL AGREEMENT AMENDMENT # 3

THIS INTERLOCAL AGREEMENT AMENDMENT # 3 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) under OPR 2014-0060/Resolution No. 2014-0131 (signed February 26, 2014 by City and March 18, 2014 by County) which was subsequently amended on January 21, 2015 to provide an early buy out for the purchase of the Transfer Stations (Amendment #1), and on June 22, 2015 to provide for all by-pass waste delivered to the Waste-To-Energy Facility (Amendment #2); and

WHEREAS, the City has reviewed and adjusted its rates for solid waste disposal in exchange for a longer contract term; and

WHEREAS, the Agreement and billing arrangements provide that the City will be responsible for weighing Solid Waste as it enters the Waste To Energy Facility; and

WHEREAS, County disposal of Solid Waste at the Waste To Energy Facility frequently occurs at times beyond commercial only hours, and create unnecessary delay for drivers to wait for the City to weigh the Solid Waste; and

WHEREAS, the County has implemented weighing protocol to weigh Solid Waste as it leaves the County Transfer Stations and generate a weight ticket, reducing labor and cost to the City while freeing up scales to be used by City Collection Vehicles; and

WHEREAS, maintaining the county-wide solid waste system as it currently exists provides efficiencies with all programs, public outreach and education; and

WHEREAS, the Parties now agree it would be in both Parties mutual interests to amend Sections 3, 4H, 4I, 4N and 16G of Interlocal Agreement to provide greater efficiencies and coordination; -- Now, Therefore,

The Parties agree as follows:

1. AGREEMENT DOCUMENTS. The Agreement OPR 2014-0060/Resolution No. 2014-0131 (signed February 26, 2014 by City and March 18, 2014 by County) dated February 19, 2014, amended January 21, 2015 (Amendment #1) and amended June 22, 2015 (Amendment #2) shall remain in full force and effect, except as provided herein.
2. AMENDMENT. Section 3 of the Agreement is hereby amended as follows:

This Agreement shall be effective upon execution by both Parties and run through September 1, 2023 (at 12:00 A.M. on November 17, 2014 ("Commencement Date") and run through 11:59 P.M. on November 16, 2021, unless the COUNTY provides written notice of termination as provided for in Section No. 4(M) of this Agreement.) Under no circumstances shall this Agreement be terminated without the consent of both Parties prior to the end of five (5) (three (3)) years or before September 1, 2023 (November 16, 2017).

This Agreement shall automatically extend for up to five (5) additional one year time frames commencing September 2nd and running through September 1st of the following year UNLESS one party gives notice to the other party six months prior to September 1st of any contract year that it does not intend to extend for an additional one (1) year term, in which case the Agreement will terminate on September 1st.

~~(Any notice of termination shall be provided in writing and not later than twelve (12) months prior to the effective date)~~

~~(Notwithstanding the above provisions, this Agreement may be extended in one (1) year increments for a period of five (5) years, or terms otherwise agreed upon, by mutual written agreement of the PARTIES.)~~

3. AMENDMENT. Section 4H of the Agreement is hereby amended as follows:

H. **County Disposal Rate:**

Upon execution of this Agreement by both Parties, the COUNTY will pay to the CITY Fifty-One and 90/100 Dollars (\$51.90) (For the period from November 17, 2014 through December 31, 2015, the COUNTY will pay to the CITY Fifty Four and 12/100 Dollars (\$54.12)) per ton for each ton of solid waste delivered from the Transfer Stations to the Waste To Energy Facility by the COUNTY.

On January 1st of each year following ~~2018~~ (2015), the CITY will adjust the County Disposal Rate to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index,

All Items for All Urban Consumers (CPI-U) (the "Index"). The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index number for October of the just-completed year by the Index number for October of the previous year. In the event the Index number stays the same or decreases, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number, and shall be computed using the previous highest Index number.

Notwithstanding the above, the annual CPI adjustment in any given year will not be greater than 2%.

Example Calculation of Annual Rate Adjustments:

	INDEX	ADJUST FACTOR	COUNTY DISPOSAL RATE
Base Yr.N	125		\$(54.12) 51.90
N+1	128.844	1.030752	\$(55.78) 52.43
N+2	133.315	1.034710	\$(57.72) 52.98
N+3*	132.474	No change	\$(57.72) 52.98
N+4**	133	No change	\$(57.72) 52.98
N+5	137.748	1.033252	\$(59.69) 53.52
N+6	140.054	1.016741	\$(60.64) 54.07
* No change-Index decreased			
** No charge-Index did not exceed highest previous Index			

The CITY will be responsible for all of the costs associated with disposal of the Solid Waste once delivered to the Waste To Energy Facility, including but not limited to incineration, ash disposal, by-pass of unburned material, and all maintenance, operation, repairs and ordinary renewals and replacements necessary for the operation of the Waste To Energy Facility.

4. AMENDMENT. Section 4I of the Agreement is hereby amended as follows:

I. Billing:

The CITY shall bill the COUNTY monthly on or before the 20th of the month for the previous month. ~~(However, the first monthly bill shall be prepared in January 2015 for the period November 17, 2014 through December 31, 2014.)~~

The monthly bill shall ~~(consist of two components.~~

~~The first component 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 County Disposal rate.

~~(The second component shall be the monthly installment for the purchase of the Transfer Stations (\$117,857.14), subject to the terms provided in Section No. 4(C).)~~

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 PARTIES can mutually agree to other methods for weighing of the Solid Waste delivered to the Waste To Energy 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.

5. AMENDMENT. Section 4N of the Agreement is hereby amended as follows:

N. Early Termination:

Any termination shall be in accordance with Section 3.

~~(This Agreement shall be in effect for seven (7) years. After two (2) years, the COUNTY shall have the option to provide to the CITY twelve (12) months prior written notice ("Early Termination") of its intent to terminate this Agreement. Should the COUNTY exercise this Early Termination option, it will be effective no earlier than the end of three (3) years (November 16, 2017), or any other later time prior to the seven (7) year term of this Agreement. The COUNTY will then pay to the CITY a lump sum representing the remaining unpaid amount of the purchase price of the Transfer Stations owed to the CITY.~~

~~Said amount shall be paid within twelve (12) months of written notice of Early Termination, or at such time(s) as the PARTIES may mutually agree in writing. Upon payment of purchase price of the Transfer Station by the COUNTY, the CITY shall execute and file a Full Reconveyance of the Deed of Trust addressed in Section No. 4B(5)(b)(i).~~

~~Upon Early Termination, the COUNTY shall have no further obligation to deliver any Solid Waste received at the Transfer Stations to the Waste To Energy Facility for final disposal pursuant to this Agreement.)~~

6. AMENDMENT. Section 4M of the Agreement is hereby amended as follows:

M. Non-processible Waste:

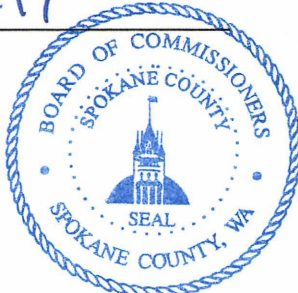
The CITY shall be responsible for identifying and disposing of any non-processible waste delivered to the Waste To Energy Facility. The CITY and the COUNTY further agree, that upon request of the CITY during times when the Waste To Energy Facility is unavailable to process waste, the COUNTY agrees to load waste (by-pass) from one or both County Transfer Stations into intermodal containers and deliver directly to the BNSF rail yard in Spokane to be managed as by-pass waste by Rabanco under the current Agreement between the CITY and Rabanco, OPR # 1991-0473. Further, the Parties agree (~~to share equally (50% split)~~) any fee differential between the County Disposal Rate to the City and the Contract rate for by-pass disposal between the City and Rabanco shall be retained by the COUNTY.

7. AMENDMENT. Section 16G of the Agreement is hereby amended as follows:

G. Termination:

This Agreement can only be terminated (~~early~~) in accordance with Section 3 (~~4~~ (~~M~~)).

DATED: 8.15.17



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRENCH, Chair

ATTEST:

JOSH KERNS Vice-Chair

Clerk of the Board

17-0706

VACANT

Commissioner

APPROVED AS TO FORM:

Deputy Civil Prosecuting Attorney

Dated: 8-4-17

CITY OF SPOKANE

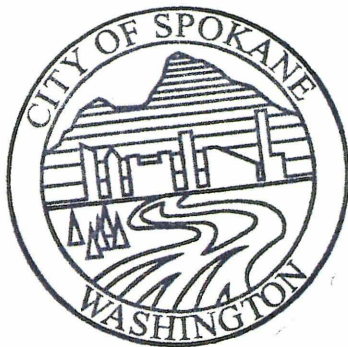
By: *Daniel A. Cunniff* 8-4-17
Title: MAYOR

Attest:

Leri Hoffstedt
City Clerk

Approved as to form:

Pat Dalton
for Elizabeth Schoedel
Assistant City Attorney



07/28/15



Agenda Sheet for City Council Meeting of:
06/22/2015

Date Rec'd	6/10/2015
Clerk's File #	OPR 2014-0060
Renews #	
Cross Ref #	RES 2014-0016
Project #	
Bid #	
Requisition #	

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHUCK 625-6524
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	AMENDMENT #2 TO INTERLOCAL AGREEMENT WITH SPOKANE COUNTY

Agenda Wording

Amendment #2 to Interlocal Agreement with Spokane County for transfer and disposal of solid waste and purchase of transfer stations.

Summary (Background)

The City of Spokane and Spokane County entered into an Interlocal Agreement on February 10, 2014, subsequently amended on January 21, 2015, regarding transfer and disposal of solid waste and the purchase of the 2 transfer stations. From time to time there are planned and unplanned situations where the waste to energy facility may not be able to process all waste and must utilize alternate disposal. The City currently has a contract with Rabanco for disposal of such by-pass waste.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 6/8/12
<u>Division Director</u>	GIMPEL, KEN	<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	lbutz@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

APPROVED BY
SPOKANE CITY COUNCIL:

6/22/2015
[Signature]
CITY CLERK



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This agreement will, upon the City's request, allow the County to load by-pass waste directly into intermodal rail containers and deliver them to the BNSF rail yard to be managed under the City's current contract with Rabanco. Any fee differential between the County Disposal Rate and the City Contract rate for by-pass disposal will be shared equally between the City and County. While this amendment will reduce the revenue received from the County for the waste, it will at the same time reduce the cost to the City by eliminating the need for loading and by-passing the waste from the waste to energy facility. The result should be revenue neutral or a small net savings to the City. The savings amount will be dependant on the amount of waste that is by-passed.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
June 8, 2015

Subject

Amendment #2 to Interlocal Agreement with Spokane County for Transfer and Disposal of Solid Waste and Purchase of Transfer Stations.

Background

The City of Spokane and Spokane County entered into an Interlocal Agreement on February 10, 2014, subsequently amended on January 21, 2015, regarding transfer and disposal of solid waste and the purchase of the 2 transfer stations.

There are from time to time planned and unplanned situations where the waste to energy facility may not be able to process all waste and must utilize alternate disposal. The City currently has a contract with Rabanco for disposal of such by-pass material. It is agreed that it would be in both parties' interest to by-pass waste directly from the transfer stations to Rabanco under the current contract between Rabanco and the City.

Impact

This agreement will, upon the City's request, allow the County to load by-pass waste directly into intermodal rail containers and deliver them to the BNSF rail yard to be managed under the City's current contract with Rabanco.

Any fee differential between the County Disposal Rate and the City Contract rate for by-pass disposal will be shared equally between the City and County.

Action

Recommend approval.

Funding

By-pass disposal will be funded with solid waste tipping fees.

INTERLOCAL AGREEMENT AMENDMENT # 2

THIS INTERLOCAL AGREEMENT AMENDMENT # 2 is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE COUNTY, a political subdivision of the State of Washington, as "County", whose address for the transaction of business is 1116 West Broadway Avenue, Spokane, Washington 99260. Together referenced hereafter 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, (the "Agreement") on February 10, 2014, and amended on January 21, 2015 to provide an early buy out for the purchase of the Transfer Stations; and

WHEREAS, the Agreement provides the City will be responsible for all by-pass of unburned materials and any non-processible waste delivered to the Waste-To-Energy Facility; and

WHEREAS, the Parties recognize there will be planned and unplanned situations where the Waste to Energy Facility may not be able to process waste and must utilize by-pass methods; and

WHEREAS, the City has a current contract with Rabanco (Spokane City Clerk OPR 1991-0473) for disposal of all non-processible wastes and by-pass of unburned materials; and

WHEREAS, the Parties now agree it would be in both Parties mutual interests to amend the Interlocal Agreement to provide for direct by-pass of unburned materials and non-processible wastes from the Transfer Stations directly to Rabanco under the same terms and conditions as the current Rabanco Contract with the City; and

WHEREAS, the Parties agree to amend Section 4(M) of the Agreement to provide for situations wherein by-pass of unburned materials and non-processible waste will occur directly from the Transfer Stations; -- Now, Therefore,

The Parties agree as follows:

1. **AGREEMENT DOCUMENTS.** The Agreement OPR 2014-0060 dated February 19, 2014, and amended January 21, 2015 shall remain in full force and effect, except as provided herein.

2. **AMENDMENT.** Section 4(M) of the Agreement is hereby amended 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 intermodal containers and deliver directly to the BNSF rail yard in Spokane to be managed as by-pass waste by Rabanco under the current Agreement between the CITY and Rabanco, OPR # 1991-0473. Further, the Parties agree to share equally (50% split) any fee differential between the County Disposal Rate to the City and the Contract rate for by-pass disposal between the City and Rabanco.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 20th day of July 2015.



ATTEST:

GINNA VASQUEZ
Ginna Vasquez
Clerk of the Board

Todd Mielke
Todd Mielke, Chair
Shelly O'Quinn
Shelly O'Quinn, Vice-Chair

ABSENT
Al French, Commissioner

Dated: _____

CITY OF SPOKANE

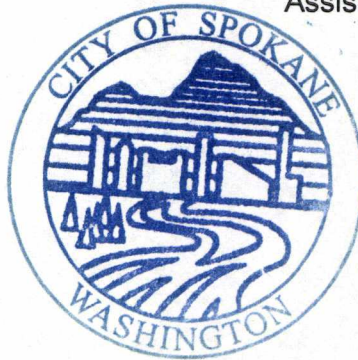
By: David A. Conner
Title: Mayor

Attest:

Leri H. H. H.
City Clerk

Approved as to form:

Elizabeth Schoedel
Elizabeth Schoedel
Assistant City Attorney



NO. **15-0581**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING)
AMENDMENT #2 TO THE INTERLOCAL)
AGREEMENT BETWEEN THE CITY OF)
SPOKANE AND SPOKANE COUNTY)
REGARDING TRANSFER AND)
DISPOSAL OF SOLID WASTE [Resolution)
No. 14-0131, Resolution No. 14-1021])

RESOLUTION

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

WHEREAS, pursuant to the provisions of RCW 36.58.040, counties may construct, lease, purchase, acquire, add to, alter, or extend solid waste handling systems, plants, sites, or other facilities and shall have full jurisdiction and authority to manage, regulate, maintain, utilize, operate, control and establish the rates and charges for those solid waste handling systems, plants, sites, or other facilities; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act), counties and cities may contract between/among each other to perform certain functions which each may legally perform; and

WHEREAS, pursuant to the provisions Spokane County Resolution No. 14-0131, the City of Spokane and County of Spokane ("Parties") executed an interlocal agreement entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE" ("Interlocal Agreement") wherein Spokane County agreed to pay \$9,900,000.00 to the City of Spokane for the purchase of the North County Transfer Station, Valley Transfer Station and other personal property described in the Interlocal Agreement ("Property"); and

WHEREAS, pursuant to Resolution No. 14-1021, the Parties executed Amendment #1 to the Interlocal Agreement to provide that Spokane County instead of paying the \$9,900,000.00 purchase price for the Property in 84 equal monthly installments of \$117,857.14 can pay a lump sum on or before March 31, 2015 of \$8,900,000.00; and

WHEREAS, the Parties desire to execute Amendment #2 to the Interlocal Agreement to provide for direct by-pass of unburned materials and non-processible wastes from the Transfer Stations directly to Rabanco under the same terms and conditions as the Rabanco Contract with the City of Spokane (Spokane City Clerk OPR 1991-0473).

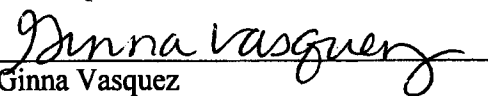
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.12(6), RCW 36.58.040 and chapter 39.34 RCW that either the chairperson of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT AMENDMENT #2" wherein the City of Spokane and Spokane County will amend certain provisions of that document executed under Spokane County Resolution No. 14-0131 to provide for the direct by-pass of unburned materials and non-processible wastes from the Transfer Stations directly to Rabanco under the same terms and conditions as the Rabanco Contract with the City of Spokane (Spokane City Clerk OPR 1991-0473).

PASSED AND ADOPTED this 20th day of July 2015.

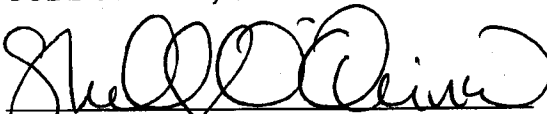
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:





Ginna Vasquez
Clerk of the Board


TODD MIELKE, Chair

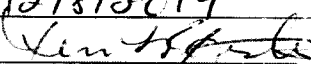

SHELLY O'QUINN, Vice-Chair

ABSENT
AL FRENCH, Commissioner

12/16/14
SJS

SPOKANE		Agenda Sheet for City Council Meeting of:		Date Rec'd	11/25/2014
		12/08/2014		Clerk's File #	DPR 2014-0025
				Renews #	
Submitting Dept	CITY COUNCIL			Cross Ref #	RES 2014-0116
Contact Name/Phone	BEN STUCKART 625-6269			Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG			Bid #	
Agenda Item Type	Resolutions			Requisition #	
Agenda Item Name	0320 SPOKANE COUNTY EARLY PAYOFF FOR TRANSFER STATIONS RESOLUTION				
Agenda Wording					
A resolution relating to the early payoff of \$8.9 million by Spokane County for transfer stations.					
Summary (Background)					
This resolution authorizes City of Spokane staff to approve and execute the early pay off of the transfer stations by Spokane County for \$8.9 million without further Council action.					
Fiscal Impact			Budget Account		
Select	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
Approvals			Council Notifications		
Dept Head	MCDANIEL, ADAM		Study Session		
Division Director			Other	Public Works	
Finance	DOLAN, PAM		Distribution List		
Legal	SCHOEDEL, ELIZABETH		Ken Gimpel		
For the Mayor	SANDERS, THERESA		Amber Waldref		
Additional Approvals			Hunt Whaley		
Purchasing			Rick Romero		

ADOPTED BY SPOKANE CITY COUNCIL

12/18/2014

 SPOKANE CITY CLERK

INTERLOCAL AGREEMENT AMENDMENT

THIS INTERLOCAL AGREEMENT AMENDMENT 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) under Spokane County Resolution No. 14-0131 and City of Spokane OPR 2014-0060. The Agreement provided for the County to purchase from the City two (2) Transfer Stations, including associated equipment and vehicles; and

WHEREAS, the Agreement provided for a purchase price to be paid over the period of eighty-four (84) consecutive months; and

WHEREAS, the Parties now agree to provide the County with an alternate payment option to pay off the Transfer Stations in one lump sum payment during the first quarter of 2015; and

WHEREAS, the Parties agree to amend Sections 4(B)(2) and 4(C)(2) to include an early pay off provision in the amount of Eight Million Nine Hundred Thousand and 00/100 Dollars (\$8,900,000.00); -- Now, Therefore,

The Parties agree as follows:

1. **AGREEMENT DOCUMENTS.** The Agreement executed under Spokane County Resolution No. 14-0131 and City of Spokane OPR 2014-0060 shall remain in full force and effect, except as provided herein.
2. **AMENDMENT.** Section 4(B)(2) of the Agreement is hereby amended as follows:

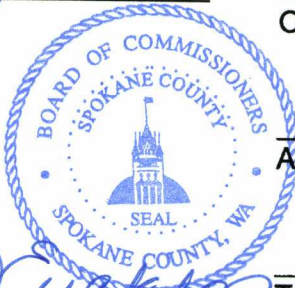
- 2) Purchase Price and Additional Consideration. The Purchase Price for the Transfer Stations and Personal Property is NINE MILLION NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$9,900,000.00). The Purchase Price will be paid to the CITY in accordance with Section 4(C) herein below. Prior to March 31, 2015, the COUNTY may elect to pay an alternate lump sum payment of EIGHT MILLION NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$8,900,000.00) in lieu of the monthly payments provided in Section 4(C). As additional consideration, the COUNTY shall continue to deliver to the CITY's Waste To Energy Facility all solid waste received by the Transfer Stations from November 17, 2014 through the term of this Agreement.

Section 4(C)(2) is hereby amended as follows:

- 2) Payment of Purchase Price. The COUNTY shall pay the Transfer Station Purchase Price to the CITY in eighty-four (84) equal monthly installments of ONE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED FIFTY SEVEN and 14/100 DOLLARS (\$117,857.14), in accordance with Section 4(I) below. If the COUNTY Elects to pay the Purchase Price in a lump sum payment, the COUNTY shall pay to the CITY no later than March 31, 2015 the sum of EIGHT MILLION NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$8,900,000.00) in lieu of monthly payments provided above.

DATED: 12/16/2014

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Daniela Erickson
Daniela Erickson
Clerk of the Board

14-1021

Al French
AL FRENCH, Chair

Todd Mielke
TODD MIELKE, Vice-Chair

Shelly O'Quinn
SHELLY O'QUINN, Commissioner

APPROVED AS TO FORM:

James MacKay
Deputy Civil Prosecuting Attorney

Dated: 1/22/2015

CITY OF SPOKANE

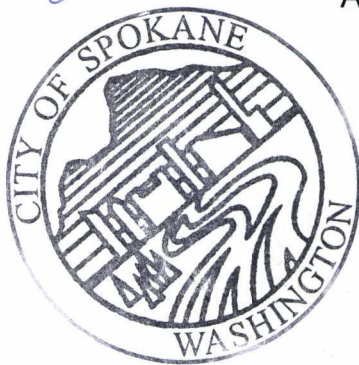
By: [Signature]
Title: CITY ADMINISTRATOR

Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Elizabeth Schoedel
Assistant City Attorney



NO. 14-1021

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

7
RECEIVED

DEC 26 2014

CITY CLERK'S OFFICE
SPOKANE, WA

IN THE MATTER OF EXECUTING AN)
AMENDMENT TO THE INTERLOCAL)
AGREEMENT BETWEEN THE CITY OF)
SPOKANE AND SPOKANE COUNTY)
REGARDING TRANSFER AND DISPOSAL)
OF SOLID WASTE [Resolution No. 14-0131])

RESOLUTION

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

WHEREAS, pursuant to the provisions of RCW 36.58.040 counties may construct, lease, purchase, acquire, add to, alter, or extend solid waste handling systems, plants, sites, or other facilities and shall have full jurisdiction and authority to manage, regulate, maintain, utilize, operate, control and establish the rates and charges for those solid waste handling systems, plants, sites, or other facilities; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, pursuant to the provisions Spokane County Resolution No. 14-0131, the City of Spokane and County of Spokane ("Parties") executed an interlocal agreement entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE" ("Interlocal Agreement") wherein Spokane County agreed to pay \$9,900,000.00 to the City of Spokane for the purchase of the North County Transfer Station, Valley Transfer Station and other personal property described in the Interlocal Agreement ("Property"); and

WHEREAS, the Parties desire to amend the Interlocal Agreement to provide that Spokane County instead of paying the \$9,900,000.00 purchase price for the Property in 84 equal monthly installments of \$117,857.14 can pay a lump sum on or before March 31, 2015 of \$8,900,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.12(6), RCW 36.58.040 and chapter 39.34 RCW that either the chairperson of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT AMENDMENT" wherein the City of Spokane and Spokane County will amend certain provisions of that document executed under Spokane County Resolution No. 14-0131 so that Spokane County instead of paying the \$9,900,000.00 purchase price for the North Spokane

Transfer Station, Valley Transfer Station and other personal property in 84 equal monthly installments of \$117,857.14 can pay a lump sum on or before March 31, 2015 of \$8,900,000.00.

PASSED AND ADOPTED this 16th day of December, 2014.



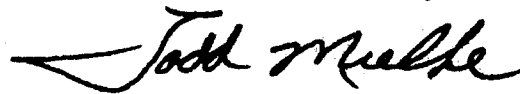
ATTEST:




Daniela Erickson
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


AL FRENCH, Chair


TODD MIELKE, Vice-Chair


SHELLY O'QUINN, Commissioner



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

April 1, 2014

City Clerk File Nos.:

RES 2014-0016

• OPR 2014-0060

COUNCIL ACTION MEMORANDUM

RE: RESOLUTION 2014-0016 DECLARING SOLID WASTE TRANSFER STATIONS SURPLUS AND APPROVING INTERLOCAL AGREEMENT WITH THE COUNTY (OPR 2014-0060)


During the Spokane City Council's 6:00 p.m. Legislative Session held Monday, February 10, 2014, Spokane Regional Solid Waste System Director Ken Gimpel and County Commissioner Al French provided an overview of Resolution 2014-0016 and they responded, along with other City staff, to Council inquiries and comments. The following action was then taken:

Motion by Council Member Allen, seconded by Council Member Waldref, **to replace and accept** (the revised) legal description (attached to Resolution 2014-0016); **carried unanimously.**

Subsequent to public testimony and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2014-0016, as amended**, declaring the City's solid waste transfer stations surplus to the City's needs and authorizing the sale of the transfer stations to Spokane County; and approving the Interlocal Agreement with Spokane County for solid waste transfer and disposal effective November 17, 2014.

(Clerical Note: This matter appeared as two separate action items on the February 10 Advance Agenda – (a) the Resolution and (b) the Interlocal Agreement. Since the Resolution has a provision approving the Interlocal Agreement and this Interlocal Agreement is referenced as Exhibit A to the Resolution, the matters were combined into one action item.)


Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
02/03/2014

Date Rec'd	1/22/2014
Clerk's File #	OPR 2014-0060
Renews #	

Submitting Dept	SPOKANE REGIONAL SOLID WASTE	Cross Ref #	RES 2014-0016
Contact Name/Phone	KEN GIMPEL 625-6532	Project #	
Contact E-Mail	KGIMPEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4490 INTERLOCAL AGREEMENT WITH SPOKANE COUNTY		

Agenda Wording

Interlocal Agreement between the City of Spokane and Spokane County for solid waste transfer and disposal post November 16, 2014.

Summary (Background)

On November 16, 2014, the 1988 Interlocal Agreement that formed the Spokane Regional Solid Waste System (SRSWS) terminates. On November 17, 2014, Spokane County becomes responsible for all the statutory requirements for solid waste under RCW 70.95 and RCW 70.105. Following is a summarized list of issues the Interlocal Agreement memorializes.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 7,035,600.00	#	4490-44110-37052-34379
Revenue	\$ 9,900,000.00	#	4490-30210-37078-39510
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GIMPEL, KEN	<u>Study Session</u>	Public Wks Comte
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	cmarchand@spokanecity.org	
<u>Additional Approvals</u>		jfaught@spokanecity.org	
<u>Purchasing</u>			

APPROVED BY SPOKANE CITY COUNCIL ON

2/10/2014
Lewis R. Roberts
SPOKANE CITY CLERK



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

• The City is selling the Valley and North County transfer stations and all associated rolling stock and equipment for \$9,900,000. • The term of the Agreement is seven years with five 1-year extension options thereafter. • The County will deliver all waste received at the transfer stations to the WTE Plant. • The County will pay the City \$117,857.14 per month for 84 months for the purchase of the two transfer stations. • The County will pay the City \$54.12 per ton of waste delivered to the WTE (adjusted annually by CPI) • The Agreement contains a buyout clause any time after 3 full years whereby the County must provide the City 12 months' notice and pay the City the remaining balance of the \$9,900,000 value of the transfer stations. The City retains ownership and operation of the waste to energy plant.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

AmtType7 \$ Amount7

Budget7

AmtType8 \$ Amount8

Budget8

Distribution List

	Email16
	Email17
	Email18
	Email19
	Email20
	Email21
	Email22
	Email23

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY
REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE**

THIS AGREEMENT is entered into between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY", jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

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

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, chapter 39.33 RCW authorizes the intergovernmental transfer of any property, real or personal, or property rights, including but not limited to the title to real property, subject to certain notice and hearing requirements; and

WHEREAS, the CITY and the COUNTY formed the Spokane Regional Solid Waste Management System ("System") in 1989 through an Amended and Restated Interlocal Agreement ("1989 Agreement"); and

WHEREAS, Section 5.2 (b) of the 1989 Agreement provides for a term of twenty five (25) years, or such longer term as the Series 1988 Bonds, or any Additional Bonds remain outstanding; and

WHEREAS, Section 5.2 (d) of the 1989 Agreement provides that it shall be renewed automatically for successive twenty (20)-year terms unless the CITY and COUNTY agree not to renew it; and

WHEREAS, all bonds issued for the Spokane Regional Solid Waste Management System have been retired; and

WHEREAS, the 1989 Agreement has been amended by the PARTIES to extend the initial term of agreement until November 16, 2014, at which time it will expire; and

WHEREAS, Section 5.2 (e) of the 1989 Agreement provides that "(f)ollowing termination of this Agreement, the City shall own the System and all of its assets.."; and

WHEREAS, Section 1.1 (qq) of the 1989 Agreement defines the terminology "System" to include two (2) transfer stations commonly referred to as the North County Transfer Station and the Valley Transfer Station ("Transfer Stations"); and

WHEREAS, the PARTIES have been discussing long term planning associated with solid waste disposal; and

WHEREAS, the PARTIES agree to not renew the 1989 Agreement and that this Agreement shall replace the 1989 Agreement, effective November 17, 2014; and

WHEREAS, the COUNTY agrees to pay Nine Million Nine Hundred Thousand and 00/100 Dollars (\$9,900,000.00) to the CITY for the purchase of the Transfer Stations, including equipment listed in Exhibit "B". Of the total, \$2,700,000.00 represents the value of the North County Transfer Station, and \$7,200,000.00 represents the value of the Valley Transfer Station; and

WHEREAS, the COUNTY agrees to deliver all solid waste received at the Transfer Stations to the Waste To Energy Facility for final disposal during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter and the recitals referenced above, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purposes of this Agreement are to:

- A. Formally terminate the 1989 Agreement as of November 16, 2014. Effective November 17, 2014, this Agreement will replace all terms and conditions contained in the 1989 Agreement; and
- B. Provide that the CITY will continue to operate the System in accordance with the terms and conditions of the 1989 Agreement including subsequent amendments as mutually agreed to by the PARTIES, through November 16, 2014; and

- C. Provide that ownership of the Transfer Stations will transfer from the CITY to the COUNTY on November 17, 2014, including associated equipment and vehicles as agreed to in Exhibit "B"; and
- D. Establish the terms and conditions between the CITY and the COUNTY for the transfer and disposal of all solid waste collected through the Transfer Stations, which is to be delivered to the CITY's Waste To Energy Facility; and
- E. Establish flow control requirements to be maintained by the COUNTY to ensure the proper disposal of solid waste; and
- F. Establish the terms and conditions for continued service to non-City of Spokane customers who are part of the County's Regional Solid Waste System and deliver solid waste and yard waste to the CITY's Waste To Energy Facility.

SECTION NO. 2: DEFINITIONS

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

- A. **CITY** - means the City of Spokane, or any vendor contracted with by the CITY for services related to the management of solid waste.
- B. **COUNTY** - means Spokane County, or any vendor contracted with by the COUNTY for services related to the management of solid waste.
- C. **County Disposal Rate** - means the rate charged to the COUNTY pursuant to this Agreement for solid waste delivered by the COUNTY to the CITY Waste To Energy Facility from the Transfer Stations. The rate shall be inclusive of all costs, including applicable taxes. The CITY agrees not to exceed authority granted under state or local law, including taxing authority.
- D. **County Regional Solid Waste System** - includes (1) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapters 70.95 and 70.105 RCW as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (1) and (2) above.
- E. **Dangerous Wastes** - means any discarded, useless, unwanted, or abandoned substances, including but not limited to certain pesticides, or any residues or containers of such substances which are disposed of in such quantity or concentration as to pose a substantial present or potential hazard to human

health, wildlife, or the environment because such wastes or constituents or combinations of such wastes:

- 1) Have short-lived, toxic properties that may cause death, injury, or illness or have mutagenic, teratogenic, or carcinogenic properties; or
- 2) Are corrosive, explosive, flammable, or may generate pressure through decomposition or other means.

F. **Extremely Hazardous Waste** —means any dangerous waste which:

- 1) Will persist in a hazardous form for several years or more at a disposal site and which in its persistent form:
 - a. Presents a significant environmental hazard and may be concentrated by living organisms through a food chain or may affect the genetic make-up of human beings or wildlife, and
 - b. Is highly toxic to human beings or wildlife.
- 2) If disposed of at a disposal site in such quantities as would present an extreme hazard to human beings or the environment.

G. **Flow Control Ordinance** - means Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the COUNTY adopted on December 20, 1988 and Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and as may be further amended from time to time.

H. **Gate Fee** - means the amounts charged per ton of Solid Waste by the CITY or the COUNTY for the disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. Provided, however, the gate fee charged by either the CITY or the COUNTY shall be inclusive of all costs, including applicable taxes.

I. **Hazardous Waste** - means and includes all dangerous and extremely hazardous waste, including substances composed of both radioactive and hazardous components.

J. **Moderate-Risk Waste** – means

- 1) any waste that exhibits any of the properties of hazardous waste but is exempt from regulation under chapter 70.105 RCW solely because the waste is generated in quantities below the threshold for regulation; and

- 2) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances.
- K. **Nonprocessable Waste** - means any solid waste that the CITY deems to be unacceptable at the Waste To Energy Facility.
- L. **Solid Waste or Wastes** - means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.
- M. **Transfer Stations** –means the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan Road, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024.9027 including all structures and site improvements.
- N. **Waste To Energy Facility or Facility** - means that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

SECTION NO. 3: DURATION

This Agreement shall be effective at 12:00 A.M. on November 17, 2014 ("Commencement Date") and run through 11:59 P.M. on November 16, 2021, unless the COUNTY provides written notice of termination as provided for in Section No. 4(M) of this Agreement. Under no circumstances shall this Agreement be terminated prior to the end of three (3) years or before November 16, 2017.

Any notice of termination shall be provided in writing and not later than twelve (12) months prior to the effective date.

Notwithstanding the above provisions, this Agreement may be extended in one (1) year increments for a period of five (5) years, or terms otherwise agreed upon, by mutual written agreement of the PARTIES.

SECTION NO. 4: TERMS

- A. **Termination of the Spokane Regional Solid Waste Management System:**

The 1989 Agreement shall be mutually terminated by the CITY and COUNTY at 11:59 P.M. on November 16, 2014. On the Commencement Date of this Agreement, the Spokane Regional Solid Waste Management System as defined in the 1989 Agreement will be terminated and cease to exist.

B. Transfer of Ownership of the Transfer Stations, Associated Equipment, and Vehicles:

- 1) Transfer of Property. Subject to the provisions of this Agreement, the CITY agrees to sell, transfer, and deliver to the COUNTY and the COUNTY agrees to purchase from the CITY the Transfer Stations, which are legally described in Exhibit "A", and all personal property (including vehicles) associated with the Transfer Stations (the "Personal Property"), as listed in Exhibit "B".
- 2) Purchase Price and Additional Consideration. The Purchase Price for the Transfer Stations and Personal Property is NINE MILLION NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$9,900,000.00). The Purchase Price will be paid to the CITY in accordance with Section 4(C) herein below. As additional consideration, the COUNTY shall deliver to the CITY's Waste To Energy Facility all solid waste received by the Transfer Stations from November 17, 2014 through the term of this Agreement.
- 3) Title. At closing, as defined herein below, the CITY shall convey to the COUNTY fee simple title to the Transfer Stations by a duly executed and acknowledged statutory warranty deed (the "Deed"), subject to matters of record.
- 4) Closing Date. Closing will be held at the Office of the City Attorney on the Closing Date, which shall be November 17, 2014, no later than 3:30 p.m., Pacific Time.
- 5) Closing.
 - a. CITY's Closing Documents.
 - i. The duly executed and acknowledged Deed;
 - ii. A duly executed and acknowledged Real Estate Excise Tax Affidavit;
 - iii. A bill of sale to the Personal Property; and

- iv. Any other documents required by the provisions of this Agreement or required in order to consummate the transactions set forth in this Agreement.
 - b. COUNTY's Closing Documents.
 - i. A Deed of Trust to the Transfer Stations, or other similar instrument reasonably satisfactory to the CITY, granting the CITY a security interest in the Transfer Stations until such time as the COUNTY has fully satisfied its obligations to the CITY under this Agreement, including without limitation its obligation to pay the CITY the Purchase Price;
 - ii. A duly executed and acknowledged Real Estate Excise Tax Affidavit; and
 - iii. Any other documents required by the provisions of this Agreement or required in order to consummate the transactions set forth in this Agreement.
- 6) Closing Costs. Taxes and assessments, if any, shall be prorated between the CITY and COUNTY as of the Closing Date. COUNTY shall pay all recording fees, sales and use taxes, to the extent applicable to this transaction, title insurance premiums, and similar closing costs.
- 7) Utilities. All gas, electric, and other utility charges will be prorated as of the Closing Date.
- 8) Representations and Warranties. The COUNTY hereby agrees and acknowledges that, except as expressly provided in this Agreement:
- a. The CITY has made no warranty or representation, express or implied, with respect to the condition of the Transfer Stations or the suitability of the same for any particular purpose, and neither has the CITY made any representations or warranties whatsoever with regards to any personal property, including without limitation vehicles, to be transferred to the COUNTY pursuant to this Agreement; and
 - b. The COUNTY is taking the Transfer Stations and all associated personal property on an "as-is" basis; and
 - c. The COUNTY will conduct its own investigations and inspections of the Transfer Stations, including without limitation, the physical condition of the Transfer Stations and the Transfer Stations'

compliance with all laws applicable to the Transfer Stations' current or intended use or development; and

- d. The COUNTY is relying solely on such reports and its own investigations as to the Transfer Stations, their condition, and any other characteristics and compliance with laws; and
- e. Except for the express representations and warranties set forth in this Agreement, the COUNTY is taking ownership of the Transfer Stations without reliance upon any statements or representations, express or implied, made by the CITY or any of its representatives, as to the condition or characteristics of the Transfer Stations, their fitness for use for any particular purpose, the Transfer Stations' compliance with any zoning or other rules, regulations, laws or statutes applicable to the Transfer Stations, or the uses permitted on, or the development requirements for, or any other matters relating to the Transfer Stations.
- f. The CITY, to include all its current staff, to the best of its knowledge has not used, generated, manufactured, produced, treated, stored, released, discharged or disposed of any Hazardous Substance on, under, or about the Transfer Stations in violation of any Environmental Law.
- g. As used in the Agreement, the terminology Environmental Law means all federal, state or local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulation human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et. seq., and the Hazardous Substance Account Act. As used in this Agreement the terminology "Hazardous Substance" means any substance or material that is described as a toxic or hazardous substance waste or material or a pollutant or contaminate, or words of similar import, in any of the Environmental Laws, and includes without limitation asbestos, petroleum, (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which

may cause cancer or reproductive toxicity. The provisions of Section No. 8 shall apply to any breach of this warranty.

- h. The CITY shall operate and maintain all structures, equipment and vehicles to be transferred to COUNTY under the terms of this Agreement in good working order, and in strict accordance with the manufacturers' recommendations and maintenance schedules through November 16, 2014. In conjunction with the transfer of the Transfer Stations, the CITY will provide the COUNTY with any and all operational manuals for any equipment therein as well as any warranties applicable to the equipment.

C. Transfer and Disposal of Solid Waste delivered to the Transfer Stations and Payment of Purchase Price for Transfer Stations:

- 1) Delivery of Solid Waste to City Waste To Energy Facility. As additional consideration for the CITY's sale and conveyance of the Transfer Stations to the COUNTY, the COUNTY shall deliver to the CITY's Waste To Energy Facility all solid waste received by the Transfer Stations from November 17, 2014 through the term of this Agreement. The COUNTY shall pay the County Disposal Rate as provided for in Section 4(H) of this Agreement.
- 2) Payment of Purchase Price. The COUNTY shall pay the Transfer Stations Purchase Price to the CITY in eighty-four (84) equal monthly installments of ONE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED FIFTY SEVEN and 14/100 DOLLARS (\$117,857.14), in accordance with Section 4(I) below.
- 3) Early Termination Buy Out: If this Agreement is terminated for any reason prior to November 16, 2021, the COUNTY shall pay the remaining balance of the Purchase Price to the CITY in a lump sum payment. Such payment shall be made by the COUNTY within twelve (12) months of the written notice of Early Termination, unless a different payment deadline is agreed to in writing by both the CITY and COUNTY.

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, 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.

E. Other Jurisdictions Flow Control Requirements:

The COUNTY will require other jurisdictions within Spokane County participating in the County Regional Solid Waste System to enter into an interlocal agreement with the COUNTY, to uphold the COUNTY's Flow Control Ordinance, and to deliver solid waste from their jurisdictions to the Waste To Energy Facility, or to a County owned Transfer Station.

F. County Flow Commitment to the Waste To Energy Facility:

The COUNTY agrees to deliver to the Waste To Energy Facility all of the solid waste delivered to the Transfer Stations during the term of this Agreement.

G. Municipal Flow Control Interference:

Both the CITY and the COUNTY recognize flow control to the Transfer Stations and to the City Waste To Energy Facility provides consistency to the CITY and the COUNTY and should not be intentionally disrupted by either the CITY or the COUNTY.

The CITY and the COUNTY agree not to intentionally interfere with the other's attempt to meet all solid waste flow control requirements established within this Agreement. Specifically, neither party will intentionally interfere with Interlocal Agreements executed with other jurisdictions both within Spokane County and outside Spokane County during the term of this Agreement. The CITY and the COUNTY further agree to continue to cause the solid waste delivered to the Transfer Stations and to the Waste To Energy Facility respectively by the PARTIES to remain at historical volumes to the extent practicable through the term of this Agreement.

H. County Disposal Rate:

For the period from November 17, 2014 through December 31, 2015, the COUNTY will pay to the CITY Fifty Four and 12/100 Dollars (\$54.12) per ton for each ton of solid waste delivered from the Transfer Stations to the Waste To Energy Facility by the COUNTY.

On January 1st of each year following 2015, the CITY will adjust the County Disposal Rate to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index, All Items for All Urban Consumers (CPI-U) (the "Index"). The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index number for October of the just-completed year by the Index number for October of the previous year. In the event the Index number stays the same or decreases, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number, and shall be computed using the previous highest Index number.

Example Calculation of Annual Rate Adjustments:

	INDEX	ADJUST FACTOR	COUNTY DISPOSAL RATE
Base Yr.N	125		\$54.12
N+1	128.844	1.030752	\$55.78
N+2	133.315	1.034710	\$57.72
N+3*	132.474	No change	\$57.72
N+4**	133	No change	\$57.72
N+5	137.748	1.033252	\$59.64
N+6	140.054	1.016741	\$60.64
* No change-Index decreased			
** No charge-Index did not exceed highest previous Index			

The CITY will be responsible for all of the costs associated with disposal of the Solid Waste once delivered to the Waste To Energy Facility, including but not limited to incineration, ash disposal, by-pass of unburned material, and all maintenance, operation, repairs and ordinary renewals and replacements necessary for the operation of the Waste To Energy Facility.

I. Billing:

The CITY shall bill the COUNTY monthly on or before the 20th of the month for the previous month. However, the first monthly bill shall be prepared in January 2015 for the period November 17, 2014 through December 31, 2014.

The monthly bill shall consist of two components.

The first component 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 County Disposal rate.

The second component shall be the monthly installment for the purchase of the Transfer Stations (\$117,857.14), subject to the terms provided in Section No. 4(C).

The CITY shall be responsible for weighing Solid Waste as it enters the Waste To Energy Facility.

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.

J. **Utility Taxes:**

In the event either the CITY or the COUNTY imposes any additional new utility tax, after the effective date of this Agreement, on the revenues generated from Solid Waste delivered to either the Transfer Stations or the Waste To Energy Facility the PARTIES agree to share such utility tax revenues which are generated from the increase in the Gate Fee, based on the proportion of Solid Waste received from the other party's jurisdiction. For the purpose of this provision, the CITY's jurisdiction shall mean the CITY's Solid Waste Service Areas and the COUNTY's jurisdiction shall mean unincorporated Spokane County and all incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System.

K. **Ancillary Services:**

The CITY shall be responsible for providing to its citizens and businesses within its jurisdictional boundaries only - the following ancillary services:

- 1) Programs to educate and promote the concepts of waste reduction and recycling; pursuant to RCW 70.95.090 (7) (b) (iv); and
 - a. City of Spokane Litter Control Program; and
 - b. Moderate-risk waste management pursuant to chapter 70.105 RCW.

The COUNTY shall be responsible to comply with all requirements for providing citizens and businesses outside the City of Spokane's boundaries who are part of the County Regional Solid Waste System the above referenced ancillary services.

L. **Service to Non-CITY Spokane County Solid Waste System Customers At The CITY's Waste To Energy Facility:**

The CITY will allow non-city customers from jurisdictions participating in the County Regional Solid Waste System who self-haul and commercial haulers who collect solid waste from customers within jurisdictions participating in the County Regional Solid Waste System to dispose of household hazardous waste, recyclables, solid waste, yard debris, and other waste products to the Waste To Energy Facility for the duration of this Agreement. The non-city public access will be during the same hours that the Facility is open to city residents, provided that the Facility shall be open to the public a minimum of eight (8) hours per day on Saturday and Sunday and a minimum of forty (40) hours per week.

The gate fee for the non-city customers from within Spokane County participating in the County Regional Solid Waste System who self-haul shall be the same rate as for city residents who self-haul to the Waste To Energy Facility.

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.

N. **Early Termination:**

This Agreement shall be in effect for seven (7) years. After two (2) years, the COUNTY shall have the option to provide to the CITY twelve (12) months prior written notice ("Early Termination") of its intent to terminate this Agreement. Should the COUNTY exercise this Early Termination option, it will be effective no earlier than the end of three (3) years (November 16, 2017), or any other later time prior to the seven (7) year term of this Agreement. The COUNTY will then pay to the CITY a lump sum representing the remaining unpaid amount of the purchase price of the Transfer Stations owed to the CITY.

Said amount shall be paid within twelve (12) months of written notice of Early Termination, or at such time(s) as the PARTIES may mutually agree in writing. Upon payment of purchase price of the Transfer Station by the COUNTY, the CITY shall execute and file a Full Reconveyance of the Deed of Trust addressed in Section No. 4B(5)(b)(i).

Upon Early Termination, the COUNTY shall have no further obligation to deliver any Solid Waste received at the Transfer Stations to the Waste To Energy Facility for final disposal pursuant to this Agreement.

O. **Collaborative Efforts:**

The CITY and COUNTY intend to collaboratively work together during the term of this Agreement as follows:

- 1) Continue to investigate existing and/or emerging alternative disposal technologies and options, including but not limited to: long haul landfill disposal, plasma gasification, refuse derived fuel, etc.
- 2) Continue to investigate opportunities to increase rail capacity in the region, in an effort to promote and accommodate increased economic development, including the possibility of future long haul disposal by rail.
- 3) To Develop a mutually acceptable approach for the long-term use of the CITY's Waste To Energy Facility site as the COUNTY's West Plains regional transfer station beyond the term of this Agreement to avoid an unnecessary duplication of public facilities on the West Plains for the transfer of Solid Waste.
- 4) The COUNTY plans to further investigate the cost-effectiveness of various long-term alternatives for Solid Waste disposal during the term of this Agreement through the issuance of Requests for Proposals. The CITY agrees that options presented for response within the Requests for Proposals may include the CITY's Solid Waste volume for the CITY's consideration, but such inclusion shall not obligate the CITY in any way.

Any costs incurred in the issuance of Request for Proposals or any investigations associated with this subsection shall be the sole responsibility of the COUNTY.

P. **Gate Fees:**

For the purpose of transparency to the citizens of Spokane County, it is the intent of the CITY and the COUNTY to charge similar gate fees at the Transfer Stations and the Waste To Energy Facility throughout the term of this Agreement; however, both PARTIES understand that this subsection is not binding on either Party. The PARTIES shall give each other at least sixty (60) calendar days advance written notice in the event either determines to charge a gate fee which is not similar to the gate fee of the other party.

SECTION NO. 5: AUDIT / RECORDS

The COUNTY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The COUNTY shall provide access to authorized CITY representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this

provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

The CITY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The CITY shall provide access to authorized COUNTY representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 6: NOTICES

All notices or other communications given hereunder shall be deemed served on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

With Copy to: City Attorney
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260-0100

With Copy to: Spokane County Utilities Director
1026 W. Broadway Avenue
Public Works Bldg.
Spokane, Washington 99260-0430

SECTION NO. 7: ASSIGNMENT

This Agreement shall be binding upon the PARTIES, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the prior written approval of the other Party which shall not be unreasonably withheld.

SECTION NO. 8: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

SECTION NO. 9: INSURANCE

During the term of the Agreement, the COUNTY and CITY shall each maintain in force at its own expense, the following insurance coverage or self-insurance:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from a Party or its insurer(s) to the other Party. Verification of insurance shall be provided upon request.

SECTION NO. 10: ANTI-KICKBACK

No officer or employee of either Party, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 11: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 12: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 13: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 14: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to binding arbitration. Such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY Administrator cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

SECTION NO. 15: MISCELLANEOUS

A. **Non- Waiver:**

No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

B. **Entire Agreement:**

This Agreement contains all terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed with the same formalities as this Agreement by the PARTIES.

C. **Modification:**

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

D. **Headings:**

The section headings appearing 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 define, limit or extend the scope or intent of the sections to which they pertain.

E. **Counterparts:**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

F. **Severability:**

If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected

and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

G. **Relationship of the Parties:**

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

SECTION NO. 16: RCW 39.34 REQUIRED CLAUSES

A. **Purpose:**

See Section No. 1 above.

B. **Duration:**

See Section No. 3 above.

C. **Organization of Separate Entity and Its Powers:**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. **Responsibilities of the Parties:**

See provisions above.

E. **Agreement to be Filed:**

The CITY shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.

F. **Financing:**

Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. **Termination:**

This Agreement can be terminated early in accordance with Section 4 (M).

H. **Property Upon Termination:**

Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

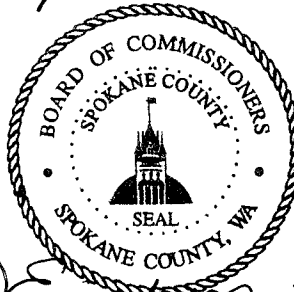
DATED: 3/18/2014

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:



Daniela Erickson
Clerk of the Board





AL FRENCH, Chair


TODD MIELKE, Vice-Chair



SHELLY O'QUINN, Commissioner

APPROVED AS TO FORM:


Deputy Civil Prosecuting Attorney

DATED: 2/26/14

CITY OF SPOKANE

By: 
Mayor

Attest:

Len R. G. [Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

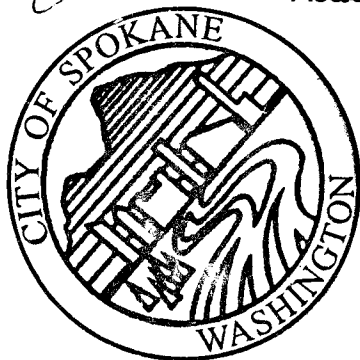


EXHIBIT A

Legal Description of Transfer Stations

Colbert Legal Description

The Southwest Quarter (SW1/4) of the Southeast Quarter (SE ¼) of Section 3, Township 27 North, Range 43 East, W.M., Spokane County, Washington, lying Easterly of SR-2; EXCEPT the North 20', AND ALSO EXCEPT the East 60 feet;

And Also:

That portion of the Northwest Quarter of the Northeast Quarter of Section 10, Township 27 North, Range 43 East Willamette Meridian, Spokane County, Washington described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 10; Thence South 89 03'53" West along the North line of said Northwest Quarter 60.00 feet; Thence South 1 07' 28" East parallel with the East line of said Northwest Quarter 225.87 feet; Thence South 19 07' 12" West 142 feet, more or less, to the North line of Elk-Chattaroy Road; Thence North 65 56' 51" East along the said North line of Elk-Chattaroy Road 119 feet, more or less, to the East line of said Northwest Quarter; Thence North 1 07' 28" West along the said East line of said Northwest Quarter 313 feet, more or less, to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 10 and the Point of Beginning.

Containing 22,320.60 square feet, more or less.

And Also:

That portion of the Northwest Quarter of the Northeast Quarter of Section 10. Township 27 North, Range 43 East W.M., Spokane County, Washington described as follows:

Beginning at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 10; thence South 89 deg 03 min 53 sec West along the north line of said Northwest Quarter 60.00 feet; thence South 1 deg 07 min 28 sec East parallel with the east line of said Northwest Quarter 225.87 feet to the True Point of Beginning of this description; thence continuing South 1 deg 07 min 28 sec East 112.69 feet to the north line of Elk-Chattaroy Road; thence South 65 deg 56 min 51 sec West along the said north line 53.46 feet; thence North 19 deg 07 min 12 sec East 142.31 feet to the True Point of Beginning of this description.

Containing 2774.4 square feet more or less.

All subject to all existing encumbrances; including easements, restrictions and reservations of record.

Valley Transfer Station Legal Description

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 2, Township 25 North, Range 44 E.W.M., Spokane County, Spokane Washington, described as follows:

Beginning at the East Quarter corner of said Section 2; thence along the North line of said Southeast Quarter N 89°47'53" W 80.01 feet to the West right of way line of Sullivan road; thence continuing along said West right of way line S 00°36'39" E 1.13 feet; thence S 00°35'56" E 49.12 feet to a point on said West right of way line and the South right of way line to the Inland Empire Paper Company Canal as recorded in Survey Book 19, page 35, at Spokane County Court House and the True Point of Beginning; thence continuing along said West right of way line the following three (3) courses (1) S 00°35'56" E 515.99 feet, (2) N 89°24'04"E 30.00 feet, (3) S 00°35'56" E 84.04 feet to a point in the North right of way line of Kiernan Ave. as recorded at Spokane County Court House in Book of Deeds, Vol. 558, page 1959. Thence along said North right of way line the following four (4) courses (1) N 89°50'00" W 1162.16 feet to the beginning of a curve concaved to the Northeast having a radius of 15.00 feet and a central angle of 67°31'08" (2) thence Northwesterly through said curve 17.68 feet, to the point of a reverse curve concaved to the South having a radius 50.00 feet and a central angle of 146°09'07" (3) thence West through said curve 127.54 feet (4) thence N 89°50'00" W 1.30 feet to a point on said North right of way line and the West line of said Northeast Quarter of said Southeast Quarter. Thence along said West line N 00°32'45" W 532.02 feet to the South right of way line of said Inland Empire Paper Company Canal. Thence along said South right of way line the following three (3) courses (1) N 78°52'51" E 69.28 feet to the beginning of a curve concaved to the South having a radius of 2715.47 feet and a central angle of 11°09,' (2) thence Easterly through said curve 528.44 feet, (3) thence S 89°58'09" E 648.21 feet to the True Point of Beginning containing 16.75 acres.

Subject to all existing encumbrances; including easements, restrictions and reservations of record.

EXHIBIT B - Asset List

In addition to the asset list below, the CITY agrees to transfer to the COUNTY all existing office furniture, lockers, conference tables and chairs, etc. as part of this Agreement.

No.	Fleet	Yr.	Make/Model	Type	Lic./Reg. No/ VIN#	Site
6872	426872	O7	Volvo L110E	Wheel Loader 4 yd. Bucket	L110EV61283	CTS
6873	426873	O7	Volvo L110E	Wheel Loader 4 yd. Bucket	L110EV61286	VTs
7802	428018	12	FORD F250	F250SCAB4X4	32011D	CTS
7818	428017	12	FORD F250	F250SCAB4X4	54611D	VTs
7827	407827		Master	Space Heater, kerosene		CTS
7828	407828		Master	Space Heater, propane		VTs
7830	426529	O7	Capacity-TJ7000	Yard Tractor/Mule	4LMCF21177LO17920	CTS
7831	426530	O7	Capacity-TJ7000	Yard Tractor/Mule	4LMCF21197LO17921	VTs
7832	426534	O6	American-Lincoln	MPV-60 Sweeper	1937999	VTs
7833	424566	O3	Manac 36348020	Transfer Trailer walking floor	2M533146536090054	ALL
7834	67	O3	Manac 36348020	Transfer Trailer walking floor	55	ALL
7835	68	O3	Manac 36348020	Transfer Trailer walking floor	56	ALL
7836	69	O3	Manac 36348020	Transfer Trailer walking floor	57	ALL
7837	70	O3	Manac 36348020	Transfer Trailer walking floor	2M533146536090058	ALL
7850		92	Robinair	Freon Recovery	01841 0292	VTs
7851		92	Robinair	Freon Recovery	00723 0990	CTS
7856	424326	O2	Bobcat-Melrose A300	Utility Tractor	5211-11248	CTS
7878	407878	94	Eagle	Utility Trailer, Van Box	17329D	VTs
7886	426197	O5	North Shore 2100 SE	Stationary Topload Tamper	SN: NS2894	VTs
7887	425403	O4	North Shore Builtrite	Stationary Topload Tamper	SN:NS2766	CTS
7888	425578	O3	SSI 4500 Pre-load	Compactor, Stationary	SN 91458-4500	VTs
7890	407890	99	Cat 436C /Bucket	4x4 Tractor/Backhoe (85HP)	2AR01644	CTS
7891	407891	99	Dayton	Standby Generator	3142438	CTS
7896	407896	92	Landa Northstar	Pres.Washer PGNW4-25221	PO492-2561	CTS

7897	407897	92	Landa Northstar	Pres.Washer PGNW4-25221	PO492-2562	VTs
7899			Echo SRM260S	Line Trimmer	301	VTs
7900		O7	Echo HC 150	Hedge Trimmer	SN# 09096360	CTS
7908		91		Fire Sup. Air Compressor		VTs
7909			Speedaire32425G1	Fire Sup. Air Compressor	SN#051293L	CTS
7912			Master	Heater 50k BTU, kerosene	SN 1569438	CTS
7913		O4	Speedaire3JR77A	Air Compressor	SN#L6/28/0400021	CTS
7914			Speedaire	Air Compressor, SSI		VTs
7915		O2	Hustler Super Z 60"	Riding Lawn Mower, zero turn	S# 01082073	VTs
7919		O2	Hustler Super Z 60"	Riding Lawn Mower, zero turn	S# 02022100	CTS
7920	407920	O7	Echo -SRM261T	Line Trimmer	S#06064653	CTS
7921	407921	99	DESA 155-AT	Propane Heater	S#5823115	CTS
7922		O5	RN Model#H624	Battery Charger	S#HC1190	VTs
7923	407923	97	Ariens-924082	ST824 Sno Thro	SN-052867	VTs
7924	407924	97	Ariens-924082	ST824 Sno Thro	SN-052245	CTS
7931		O7	Honda 5.5hp 21"	Walk Behind Mower	SN:121806M-000314	VTs
7932		98	Stihl BG-75	Leaf Blower	SN-238584292	
7940	407940	98	Wilkins Load Runner	Transfer Trailer Walking Floor	27608D	ALL
7941	407941	98	Wilkins Load Runner	Transfer Trailer Walking Floor	27609D	ALL
7948	407948	98	Wilkins Load Runner	Transfer Trailer Walking Floor	27616D	ALL
7951	427307	O9	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48458D	ALL
7952	427308	O9	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48459D	ALL
7953	427309	O9	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48460D	ALL
7955	11	O9	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48462D	ALL
7956	12	O9	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48463D	ALL
7957	13	O9	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48464D	ALL
7958	14	O9	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48475D	ALL
7962		12	SALTD0G (on 428017)	Sand Spreader P/U mount		VTs
7963		12	SALTD0G (on 428018)	Sand Spreader P/U mount		CTS
7968	428086	13	Freightliner	Transfer Truck	54646D	CTS

7969	428087	13	Freightliner	Transfer Truck	54647D	VTS
7972	6	OO	Freightliner	Transfer Truck	28666D	REF
7973	7	OO	Freightliner	Transfer Truck	35590D	REF
7974	8	OO	Freightliner	Transfer Truck	28657D	REF
7975	9	OO	Freightliner	Transfer Truck	28670D	REF
7976	10	OO	Freightliner	Transfer Truck	28658D	REF
7977	11	OO	Freightliner	Transfer Truck	28664D	REF
7978	12	OO	Freightliner	Transfer Truck	32001D	REF
7979	423013	OO	Freightliner	Transfer Truck	28659D	REF