

ORIGINAL

AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF KENT
CONCERNING USE OF
KING COUNTY SOLID WASTE DISPOSAL FACILITIES

SOLID WASTE DISPOSAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF KENT

THIS AGREEMENT is entered into by and between King County, a political subdivision of the State of Washington, (hereinafter referred to as County) and The City of Kent, a municipal corporation of the State of Washington, (hereinafter referred to as City) for the disposal of solid waste generated within the City at the County's solid waste disposal facilities.

The parties hereto, in consideration of the mutual promises contained herein, mutually agree as follows:

1. Definitions

For purposes of this Agreement the following definitions shall apply.

1.1 City. For purposes of this Agreement, the term "City" shall include the City of Kent, its agents, licensees, franchisees or contractors, when the City collects solid waste within the City of Kent for the purpose of disposing of the solid waste at a disposal site. The term "City" shall not mean a collection company operating pursuant to Chapter 81.77 RCW when such collection company collects solid waste within the City of Kent and directly bills customers for such collection service.

1.2 Person. "Person" means any individual, association, firm, partnership, corporation, or any other entity.

1.3 Solid Waste. "Solid waste" shall be as defined by WAC 173-304-100 with the exception of those wastes excluded by WAC 173-304-015.

1.4 Waste Recycling. "Waste Recycling" shall be as defined by WAC 173-304-100.

1.5 Waste Reduction. "Waste Reduction" shall be as defined by WAC 173-304-100.

1.6 System. "System" shall be defined as all facilities owned or operated by King County, either directly or by contract, for solid waste handling and all administrative activities related thereto.

1.7 Closure. "Closure" shall be as defined by WAC 173-304-100.

1.8 Diversion. "Diversion" shall be defined as the directing of solid waste to disposal sites other than the disposal site designated in King County.

1.9 Environmental Damage. As used in this Agreement the term "Environmental Damage" shall include but not be limited to damages, costs, claims and liabilities for alleged injury, harm or degradation to the air, soils, surface water or groundwater, and any damages, costs, claims and liabilities for personal injury or property damages (including diminution or destruction of property values) arising from any such alleged injury, harm or degradation. This term shall also include any investigative, response or remedial costs or liabilities that

may be incurred or imposed under CERCLA, 42 U.S.C. § 9601 et seq.; RCRA, 42 U.S.C. § 6901 et seq.; the state Water Pollution Control Act, RCW 90.48.; the Washington Clean Air Act, RCW 70.94; the state Hazardous Waste Management Act, RCW 70.105; the state Hazardous Waste Fee Act, RCW 70.105A; and other such federal or state environmental laws. The term shall not include capital, operating and management costs in accord with current or future standard practices or required by applicable regulations governing the operations of solid waste disposal facilities.

1.10 Existing Areas. "Existing Areas" shall be defined as those areas described in the April, 1986, "Cedar Hills Regional Landfill, Phase II - Site Development Plan Existing Areas Report," prepared by CH2M Hill, as follows: North Solid Waste Area, Main Solid Waste Area, Southeast Pit, South Solid Waste Area.

2. Scope of Agreement

Except as specifically stated in Sections 5.1 and 5.2, this Agreement applies to all non-recycled solid waste generated and collected in the City.

3. Commencement of Deliveries and Equipment Availability

Solid waste collected within the City may be delivered to the System upon execution of this Agreement, in compliance with the rate schedules referred to in Section 10, and the provisions of Sections 5 and 7.

4. Duration of Agreement

This Agreement shall enter into force upon its execution and filing and will continue in full force and effect for forty (40) years.

5. Waste Stream Designation

5.1 Prior to the delivery of solid waste to the System under this Agreement, the City shall by ordinance designate the County disposal System for the disposal of all solid waste generated within the corporate limits of the City and authorize the County to designate disposal sites for the disposal of all solid waste generated within the corporate limits of the City, except for solid waste which is eliminated through waste reduction or waste recycling activities which have been coordinated with the County pursuant to Section 5.2. No solid waste may be diverted from the designated disposal sites without County approval. This designation of the County disposal System shall continue in full force and effect until such time as this Agreement is terminated.

5.2 The City agrees to work with the County to achieve state and local priorities for waste reduction, waste recycling, and energy recovery. Recycling activities undertaken or permitted by the City shall be coordinated with the County to insure unanticipated changes in waste quantities resulting from recycling activities do not adversely impact the System; PROVIDED, however, that such coordination shall not constitute a

grant of authority to the County to approve or disapprove such recycling activities.

6. Termination-Regional Contract Participation

6.1 The City and County agree that relevant provisions of this Agreement will be reexamined after the County has concluded negotiations with other municipal users of the County System.

6.2 By March 31, 1988, the City may, upon written notice to the County:

6.2.1 Notify the County of its intent to continue use of the County System at which time the County shall offer to amend this Agreement as necessary to make this Agreement reasonably equivalent, where appropriate, and reasonably consistent with Agreements made with other users; or

6.2.2 Terminate this Agreement and thereby remove the City from the County System.

6.3 If written notice is not given pursuant to Section 6.2 above, this Agreement shall remain in full force and effect according to its terms.

7. Payment for Impact Mitigation Costs

To mitigate impacts upon ratepayers who have been a part of the County's solid waste disposal System, to provide the capital resources necessary to add waste to this System, and to mitigate environmental impacts that may occur, certain collection companies that intend to collect and dispose of solid waste

generated within the City have agreed to pay impact mitigation costs of \$330,000, to be paid no later than December 31, 1991 in quarterly installments at 9% simple interest on the declining balance. This Agreement and any subsequent agreement executed pursuant to Section 6.2.1. is contingent upon the prior execution of an agreement(s) between King County and said collection companies for the payment of such costs. If the collection companies fail to completely perform obligations pursuant to such agreement(s) with King County or if the County is for any other reason prevented from collecting such costs from said companies, King County may, at its election, deny access to a non-performing collection company and/or terminate this Agreement on written notice to the City.

8. Additional Mitigation

Affected terms and conditions of the delivery of solid waste to the County System shall be reevaluated by King County upon completion of the Environmental Impact Statement for the Cedar Hills Site Development Plan, which will identify capacity and other impacts associated with said delivery. Based on new environmental information on impacts identified in the Cedar Hills Site Development Plan Environmental Impact Statement or based on any new conditions imposed by a new unclassified use permit for Cedar Hills or based on any new requirement of a court order, the delivery of solid waste to the County system

may be further conditioned in a uniform manner with conditions required of all other users.

9. Hours, Frequency, Methods and Routes of Delivery

9.1 Solid waste shall be delivered to the System on days and during hours as specified by County ordinance.

9.2 The terms and conditions of the delivery of solid waste to the System shall be as provided by County ordinance.

9.3 Under the terms of this Agreement, the County agrees to provide regional solid waste management and disposal services to the City on an equal basis with all other users of the System.

10. Disposal Rates and Other Service Fees

10.1 The basic service fees assessed the City for waste disposal shall be as adopted and amended by County ordinance for all users of the same class.

10.2 The County will, prior to adopting any change in its solid waste disposal rates, either explore rate and service fee alternatives with the City or request the Puget Sound Council of Governments to convene a regional rate equity advisory committee. The committee will be requested to develop and recommend, for consideration in the County Executive's solid waste rate proposals, an equitable rate methodology to allocate the costs resulting from growth in solid waste quantities delivered to the County. The Committee will also recommend

methodologies and programs for providing recycling incentives to jurisdictions which meet their recycling goals.

10.3 In establishing or amending disposal rates for the City and all System users the County may make such increases as are needed to recover the increased costs of operation, including the costs of handling, defense and payment of claims, capital improvements, operational improvements and the closure of old Landfills, except as follows for Cedar Hills Existing Areas: Through March 31, 1988, the City shall not be responsible, through increased disposal rates, for costs periodically allocated to System users from Environmental Damages, if any, incurred or hereafter incurred by the County attributed to the operation or closure of Cedar Hills' Existing Areas; if the City does not elect to terminate this agreement pursuant to Section 6.2.2, the County periodically may recover such allocated costs through disposal fees which shall be the same with respect to the City as with all other System users. The parties agree that projects in the July 2, 1986 Budget Office Solid Waste Financial Study Report include all work necessary to close the Existing Areas and any new project not now in such Report will be considered Environmental Damages for purposes of this Section only.

11. Liability

Except as provided in Section 11.1, herein, the County shall indemnify and hold harmless, and shall have the right and duty to defend the City, through the County's attorneys, against

any and all claims arising out of the County's operations and to settle such claims, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates as provided in Section 10.3 herein. In providing such defense of the City, the County shall exercise the utmost good faith in such defense or settlement so as to protect the City's interests. For purposes of this Section, "claims arising out of the County's operations" shall include claims arising out of the ownership, control, or maintenance of the System, but shall not include claims arising out of the City's operation of motor vehicles in connection with the System or other activities under the control of the City which may be incidental to the County's operation.

11.1 Sole negligence of City.

The City shall hold harmless, indemnify and defend the County for any property Damages or personal injury caused by the sole negligence of the City, in its use of the County System.

11.2 In the event the County acts to defend the City against a claim, the City shall cooperate with the County.

11.3 For purposes of this Section, references to the City and County shall be deemed to include the officers, employees and agents of either party, acting within the scope of their authority.

12. Temporary Emergencies, Suspension of Waste Delivery

The County may, at any time when temporary emergency conditions exist, prohibit the delivery of solid waste to the

System in a manner consistent with delays imposed on other parts of the County solid waste System.

13. Waste Delivered in Compliance with Applicable Laws and Regulations

All waste delivered by the City to Cedar Hills for disposal shall be in compliance with RCRA, 42 U.S.C. 6901 et seq.; the state Solid Waste Management Act, RCW 70.95; King County Board of Health Rules and Regulations No. VIII; and all other applicable federal, state, and local environmental health laws, rules or regulations. Upon notice from the County of any violation of this provision, the City shall take immediate steps to remedy such violation to the reasonable satisfaction of King County which may include but not be limited to removing the waste and disposing of it at an approved facility.

14. Responsibility for Operation of Facilities, Personnel and Equipment

14.1 The County will be responsible for management of the facilities, personnel and equipment necessary to provide disposal services to the City under this Agreement.

14.2 Facilities of the System which are not required for waste disposal will be restricted to County and County employee use, except that the City may use County facilities and services subject to specific County approval and at fees established in a manner prescribed by County Ordinance 6835.

15. Billing

The County shall keep weight or volume records of all waste delivered to the System and shall invoice the City as specified

by County ordinance. Payment shall be as specified by County ordinance.

16. Force Majeure

The County is under no obligation to the City to provide disposal services in the event of an occurrence beyond the County's control which prevents or restricts use of the system.

17. Waiver, Interpretation, and Amendment of Agreement

17.1 No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a wavier of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

17.2 No Third Party Beneficiaries. This Agreement is not entered into with the intent that it shall benefit any other entity or person, except those expressly described, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Agreement.

17.3 The parties reserve the right to amend this Agreement as may be mutually acceptable to them. Any amendment shall be in writing, signed by the chief executives of both parties, and approved by the County and City Councils.

17.4 This Agreement merges and supersedes all prior negotiations, representations, and Agreements between the

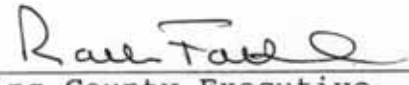
parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date affixed by the signatures of their respective chief executive.

CITY OF KENT

KING COUNTY


Mayor, City of Kent


King County Executive

Date

12-30-86

Date

12-31-86

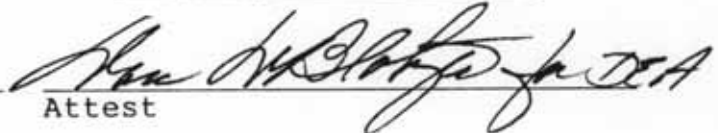
Pursuant to Ordinance
No. 2691

^{MOTION}
Pursuant to Ordinance
No. 6699

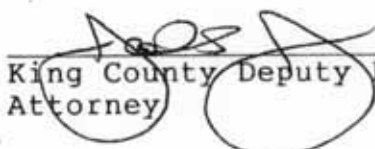
Attest



Attest



APPROVED as to Form and Legality:


King County Deputy Prosecuting
Attorney

Date

APPROVED as to Form and Legality:

King County Deputy Prosecuting
Attorney

2823k

ADDENDUM
to
SOLID WASTE INTERLOCAL AGREEMENT
and
FORUM INTERLOCAL AGREEMENT

This Addendum is entered into between King County, a political subdivision of the State of Washington and the City of Kent, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively, who have previously executed interlocal agreements for solid waste management and the Solid Waste Interlocal Forum. This Addendum has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated on the signature pages.

PREAMBLE

The County and the City have executed interlocal agreements (hereinafter called "the Agreements") on July 1, 1988, and January 1, 1988, in which the respective responsibilities of the parties for solid waste management and establishment of a Solid Waste Interlocal Forum ("the Forum") have been designated. Since the date of execution of the Agreements, the Regional Governance Summit of elected officials representing the County and the cities proposed and the voters adopted King County Charter amendments which established a minimum of three regional policy committees of the King County Council. These committees, which were modeled after the Solid Waste Interlocal Forum, are comprised of a mix of representatives of suburban cities and Seattle as well as King County Councilmembers. One of the three, the Regional Policy Committee, has been deemed to meet the

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characteristics of membership, staffing and relationships to the parties to the Agreements which were intended for the Forum. By Motion 9297, the King County Council has expressed its intent that the Regional Policy Committee of the King County Council be designated as the successor to the Solid Waste Interlocal Forum and serve the purposes of the Forum described in the Agreements to which this document is an Addendum. This intent was also expressed by the suburban cities in Resolution 1 adopted by the Suburban Cities Association on June 16, 1993.

I. PURPOSE

The purpose of this Addendum is to designate the Regional Policy Committee of the King County Council which was established by the King County Charter amendment approved by the voters on November 2, 1992 as the designated Forum pursuant to the Agreements.

II. DEFINITIONS

For purposes of this Addendum, the definitions established in the Agreements shall apply.

III. FORUM

The Regional Policy Committee of the King County Council shall be established as the designated Interlocal Forum pursuant to the Agreements. Effective immediately, the Regional Policy Committee shall assume the responsibilities for the designated Interlocal Forum which are defined in the Agreements. The terms

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and conditions specified in the Agreements by which the parties shall discuss and/or determine policy and development of a Comprehensive Solid Waste Management Plan as shall apply to the parties and to the Regional Policy Committee, except as specified below.

A. Section VI, MEMBERSHIP, of the Solid Waste Interlocal Forum Agreement is hereby repealed. Membership of the Regional Policy Committee shall be as specified in the King County Charter.

B. Section VII, MEETINGS, of the Solid Waste Interlocal Forum Agreement is hereby repealed. Unless otherwise provided, the rules and procedures of the Metropolitan King County Council adopted by ordinance shall govern all procedural matters related to the business of the Forum.

C. Section VIII, BYLAWS, of the Solid Waste Interlocal Forum Agreement is hereby repealed.

D. Section IX, STAFFING AND OTHER SUPPORT, of the Solid Waste Interlocal Forum Agreement is hereby repealed.

IV. SOLID WASTE ADVISORY COMMITTEE

The King County Solid Waste Advisory Committee formed pursuant to RCW 70.95.165 shall continue pursuant to its statutory functions and, in addition, shall advise the Forum on solid waste matters.

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V. DURATION

This Addendum shall become effective on the date of execution and shall remain in effect through June 30, 2028.

VI. NOTICE

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

CITY

Jim White
Mayor

11-14-95
Date

Pursuant to Resolution No. 1447

Brenda Jacober
Clerk - Attest

Approved as to form and legality

Thomas C. Bzobek
VCity Attorney
ASS'T.

11-9-95
Date

KING COUNTY

Deena
King County Executive

Date 3-15-96

Pursuant to Motion No. 9297

Clerk - Attest

Approved as to form and legality

N/A
King County
Deputy Prosecuting Attorney

Date _____