



**CITY OF BLACK DIAMOND**  
**April 18, 2013 Meeting Agenda**  
25510 Lawson St., Black Diamond, Washington

**7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL**

**PUBLIC COMMENTS:** Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-886-5700. Thank you for attending this evening.

**PUBLIC HEARINGS: None**

**APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS: None**

**UNFINISHED BUSINESS: None**

**NEW BUSINESS:**

- |   |                  |
|---|------------------|
| 1.) <b>AB13-027</b> – Resolution Regarding Acceptance of Donations  | Mr. Bacha        |
| 2.) <b>AB13-028</b> – Resolution Amending the Financial Management Policies   | Councilor Taylor |
| 3.) <b>AB13-029</b> – Resolution Authorizing Letter of Engagement with Summit Law Group                                     | Mayor Olness     |
| 4.) <b>AB13-030</b> – Ordinance Amending Business License Code  | Councilor Taylor |
| 5.) <b>AB13-031</b> – Resolution Supporting Repair and Expansion of the Power Generation Facility at the City’s Spring Site | Mr. Williamson   |

**DEPARTMENT REPORTS:**

**Police – Chief Kiblinger**

**MAYOR’S REPORT:**

**COUNCIL REPORTS:**

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

- |  |                |
|--|----------------|
| 6.) <b>AB13-032</b> – Resolution Authorizing Purchase of Public Works Utility Truck  | Mr. Williamson |
| 7.) <b>AB13-033</b> – Resolution Authorizing Purchase of Utility Box for Utility Truck   | Mr. Williamson |
| 8.) <b>AB13-034</b> – Resolution Authorizing Execution of Solid Waste ILA with King County   | Mayor Olness   |
| 9.) <b>Claim Checks</b> – April 18, 2013, Check No. 39547 through 39598 (voided check nos. 39555, 39599) in the amount of \$149,054.05 |                |
| 10.) <b>Payroll</b> – March 28, 2013, No. 18007 through No. 18038 and ACH Pay in the amount of \$291,145.63                            |                |
| 11.) <b>Minutes</b> – Council Workstudy Notes of April 4, 2013 and Council Meeting of April 4, 2013                                    |                |

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

| ITEM INFORMATION   |                                     |             |
|--|-------------------------------------|-------------|
| <b>SUBJECT:</b><br><b>Resolution No. 13-865, relating to acceptance of property and money donated, devised, or bequeathed to the city and establishing a policy for biannual review and acceptance.</b>  | <b>Agenda Date: April 18, 2013</b>  |             |
|  | <b>AB13-027</b>                     |             |
|  | Department/Committee/Individual     |             |
|  | Mayor Rebecca Olness                |             |
|  | City Administrator – Mark Hoppen    |             |
|  | City Attorney –Chris Bacha          | <b>X</b>    |
|  | City Clerk – Brenda L. Martinez     |             |
|  | Finance – May Miller                |             |
|  | Natural Resources/Parks – Aaron Nix |             |
|  | Economic Devel. – Andy Williamson   |             |
| Cost Impact:   | Police – Jamey Kiblinger            |             |
| Fund Source:   | Court – Stephanie Metcalf           |             |
| Timeline:  | Comm. Dev. – Steve Pilcher          |             |
| <b>Attachments: Resolution No. 13-865</b>  |                                     |             |
| <b>SUMMARY STATEMENT:</b><br><br>During the February 7, 2013 Council meeting Council postponed action on this matter and referred it to a future workstudy.<br><br>On March 7, 2013 a workstudy was held and there was Council consensus to have the attorney prepare a resolution stating the City Council would like to formally adopt a policy stating that donations will be accepted twice a year by Ordinance. The attached resolution incorporates such language and establishes a policy for biannual review and acceptance. |                                     |             |
| <b>COMMITTEE REVIEW AND RECOMMENDATION:</b>  |                                     |             |
| <b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-865, relating to acceptance of property and money donated, devised, or bequeathed to the City and establishing a policy for biannual review and acceptance.</b>   |                                     |             |
| RECORD OF COUNCIL ACTION   |                                     |             |
| <i>Meeting Date</i>  | <i>Action</i>                       | <i>Vote</i> |
| April 18, 2013   |                                     |             |
|  |                                     |             |
|  |                                     |             |

**CITY OF BLACK DIAMOND  
WASHINGTON**

RESOLUTION NO. 13-865

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**A RESOLUTION OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, RELATING TO ACCEPTANCE OF  
PROPERTY AND MONEY DONATED, DEVISED, OR  
BEQUEATHED TO THE CITY; ESTABLISHING A POLICY  
FOR BIENNIAL REVIEW AND ACCEPTANCE**

WHEREAS, RCW 35.21.100 provides that, the City may accept by ordinance any money or property donated, devised, or bequeathed to it and carry out the terms of the donation, devise, or bequest, if within the powers granted by law, or, if no terms or conditions are attached to the donation, devise, or bequest, the city may expend or use it for any municipal purpose; and

WHEREAS, the City Council desires to establish a policy relating to acceptance of donated, devised or bequeathed property or money;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Biennial Acceptance of Donated Money or Property. It is hereby the policy of the City Council to consider acceptance of money or property donated, devised or bequeathed to the City on a bi-annual basis (July and December), and that all such money or property shall be accepted only by Ordinance, and that, such ordinance shall specify the terms and conditions, if any, attached to each donation, devise or bequest. This policy shall not apply to money or property received by grant and shall not preclude consideration of acceptance of donated, devised or bequeathed money or property at other times when the circumstances warrant such consideration.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 18TH DAY OF APRIL, 2013.

CITY OF BLACK DIAMOND

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Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

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Brenda L. Martinez, City Clerk

Approved as to form:

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Chris Bacha, City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No.:  
Date Posted:

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

| ITEM INFORMATION  |                                     |             |
|---|-------------------------------------|-------------|
| <b>SUBJECT:</b><br><b>Resolution No. 13-866, amending the financial management policies, providing for long-term financial planning.</b>  | <b>Agenda Date: April 18, 2013</b>  |             |
|   | <b>AB13-028</b>                     |             |
|   | Councilmember Taylor                | X           |
|   | Mayor Rebecca Olness                |             |
|   | City Administrator – Mark Hoppen    |             |
|   | City Attorney –Chris Bacha          |             |
|   | City Clerk – Brenda L. Martinez     |             |
|   | Finance – May Miller                |             |
|   | Natural Resources/Parks – Aaron Nix |             |
|   | Economic Devel. – Andy Williamson   |             |
| Cost Impact:  | Police – Jamey Kiblinger            |             |
| Fund Source:  | Court – Stephanie Metcalf           |             |
| Timeline:   | Comm. Dev. – Steve Pilcher          |             |
| <b>Attachments: Proposed Resolution No. 13-866</b>  |                                     |             |
| <p>SUMMARY STATEMENT:</p> <p>Councilmember’s Taylor and Benson requested this resolution be prepared and placed on a Council agenda for discussion.</p>                             |                                     |             |
| COMMITTEE REVIEW AND RECOMMENDATION:  |                                     |             |
| <p>RECOMMENDED ACTION: <b>Discussion only or MOTION to adopt Resolution No. 13-866, amending the financial management policies, providing for long-term financial planning.</b></p> |                                     |             |
| RECORD OF COUNCIL ACTION  |                                     |             |
| <i>Meeting Date</i>   | <i>Action</i>                       | <i>Vote</i> |
| April 18, 2013  |                                     |             |
|   |                                     |             |
|   |                                     |             |

*SPONSORED BY: Council Member Taylor and Council Member Benson*

**CITY OF BLACK DIAMOND  
WASHINGTON**

**RESOLUTION NO. 13-866**

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**A RESOLUTION OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AMENDING THE FINANCIAL  
MANAGEMENT POLICIES, PROVIDING FOR LONG-  
TERM FINANCIAL PLANNING**

WHEREAS, the City Council has, pursuant to Resolution No. 08-560, adopted written financial management policies to define the practices that will be used by the City to meet its financial obligations and operate in a financially prudent manner; and

WHEREAS, the Financial Management Policies assist City staff and elected officials in evaluating whether individual budget decisions reflect the overall goals of the City Council and community at large; and

WHEREAS, the City Council desires to amend the current Financial Management Policies to include long-term financial planning focusing on financial sustainability and resiliency by supporting a financial planning process that assesses the long-term financial implications of current and proposed operating and capital budgets, financial policies, and service policies, including emergency services, utility service, and land use services;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Amendment of Financial Management Policies. The City of Black Diamond Financial Management Policies adopted pursuant to Resolution No. 08-560 are hereby amended by the addition of the following, to be inserted in to the “Operating Budget Policies” section following the paragraph entitled “Conservative Budgeting”:

**Long Term Financial Planning**

Long-term financial planning is the process of aligning financial capacity with long-term service objectives. Financial forecasting is the process of projecting revenues and expenditures over a long-term period, using assumptions about economic conditions, future spending scenarios, and other salient variables.

The City shall, utilizing best available, cost-effective practices, engage in collaborative long-term

financial planning as part of its overall budget process. To provide insight into future financial planning, such long-term financial planning should combine financial forecasting and analysis with a strategic operational perspective. The overall goals of long-term financial planning\* are to:

1. Balance-Budgets: Recognize the long-term impacts of today's decisions, setting the stage for balanced budgets in successive years by avoiding temporary solutions.
2. Reduce Conflict During Budgeting: Organize financial planning around a consensus-based set of service and financial goals, which sets boundaries on the budget process and creates an understanding of budget priorities.
3. Manage Growth: Optimize the City's ability to sustain operations and support service levels through a financial strategy that balances the needs of new and existing residents.
4. Stabilize Rates: Identify potential peaks and valleys in future revenues and expenses, allowing the City to take countervailing action ahead of time.
5. Provide Planned Services: Provide a process for making decisions about the level of service that government will provide over a multi-year period.

\*Note: See, Government Finance Officers Association, Long-Term Financial Planning for Governments, [www.gfoa.org/lftp](http://www.gfoa.org/lftp) - [lftp@gfoa.org](mailto:lftp@gfoa.org).

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CITY OF BLACK DIAMOND

\_\_\_\_\_  
Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Brenda Martinez, City Clerk

Approved as to form:

\_\_\_\_\_  
Chris Bacha,  
Kenyon Disend, PLLC  
City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No.:  
Date Posted:

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

| ITEM INFORMATION  |                                     |             |
|---|-------------------------------------|-------------|
| <b>SUBJECT:</b><br><b>Resolution No. 13-867, authorizing the Mayor to execute a Letter of Engagement with Summit Law Group</b>  | <b>Agenda Date: April 18, 2013</b>  |             |
|   | <b>AB13-029</b>                     |             |
|   | Department/Committee/Individual     |             |
|   | Mayor Rebecca Olness                | X           |
|   | City Administrator – Mark Hoppen    |             |
|   | City Attorney –Chris Bacha          |             |
|   | City Clerk – Brenda L. Martinez     |             |
|   | Finance – May Miller                |             |
|   | Natural Resources/Parks – Aaron Nix |             |
|   | Economic Devel. – Andy Williamson   |             |
| Cost Impact: \$260 per hour   | Police – Jamey Kiblinger            |             |
| Fund Source: General Fund   | Court – Stephanie Metcalf           |             |
| Timeline: ASAP  | Comm. Dev. – Steve Pilcher          |             |
| <b>Attachments: Resolution No.13-867; Letter of Engagement; Proposal</b>  |                                     |             |
| <b>SUMMARY STATEMENT:</b><br><br>Recently the City advertised for qualified firms and individuals to submit proposals for employment and labor services. Two firms submitted proposals; Ogden, Murphy, Wallace and the Summit Law Group. Both firms were interviewed by a selection panel consisting of Mayor Rebecca Olness, Chief Kiblinger, and Brenda Martinez, Asst. City Admin/City Clerk and the panel unanimously recommended Summit Law Group as a firm qualified and willing to provide employment and labor services to the City.<br><br>Summit Law Group’s labor and employment law attorneys consist of eleven members. Sofia Mabee would be the primary attorney for the City however, we have access to any of the eleven attorneys should Ms. Mabee not be available. Her hourly rate is \$260/hour and unlike most law firms, they do not charge for telephone, telefax, photocopying or computerized legal research. They do charge for their actual out-of-pocket costs for travel, high volume photocopying jobs, overnight courier service and other extraordinary out-of-pocket expenses. |                                     |             |
| <b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance Committee reviewed this at their April 11, 2013 meeting and recommends moving forward to Council for consideration.   |                                     |             |
| <b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-867, authorizing the Mayor to execute a letter of engagement with Summit Law Group for employment and labor services.</b>  |                                     |             |
| RECORD OF COUNCIL ACTION  |                                     |             |
| <i>Meeting Date</i>   | <i>Action</i>                       | <i>Vote</i> |
| April 18, 2013  |                                     |             |
|   |                                     |             |
|   |                                     |             |



RESOLUTION NO. 13-867

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF  
ENGAGEMENT WITH SUMMIT LAW GROUP**

**WHEREAS**, the City is in need of Attorney services for labor and employment matters;  
and

**WHEREAS**, the City advertised for qualified firms and individuals to submit proposals  
for consideration; and

**WHEREAS**, a selection panel including the Mayor, Police Chief and Asst. City  
Admin/City Clerk reviewed the proposals and interviewed the two firms who submitted  
proposals; and

**WHEREAS**, the panel unanimously recommended the Summit Law Group as a firm  
qualified and willing to provide the necessary services;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to execute a letter of engagement with the  
Summit Law Group, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF APRIL,  
2013.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk



# SUMMIT LAW GROUP®

*a professional limited liability company*

SOFIA D. MABEE  
DID: (206) 676-7112  
EMAIL: [sofiam@summitlaw.com](mailto:sofiam@summitlaw.com)

April 8, 2013

Mayor Rebecca Olness  
City of Black Diamond  
24301 Roberts Drive  
Black Diamond, WA 98010

**Re: Engagement of Summit Law Group**

Dear Mayor Olness:

Thank you for seeking to hire Summit Law Group to represent the City of Black Diamond with regard to labor and employment matters and other legal matters, upon request. We will represent your interests vigorously and do our very best to be prompt, thoughtful and practical in everything we do on your behalf.

Summit Law Group was founded on the principles that the market for legal services has dramatically changed and that a modern firm should be leaner, more efficient and more customer-responsive. We want to form productive working partnerships with our customers, delivering a better product at greater value.

***Fee Arrangements.*** We will build a working partnership with you to enable you to maintain control over the scope and cost of your legal work. We are especially interested in fee arrangements that provide incentives for us to be cost effective and that reward us for superior results. Unless we agree otherwise, however, we will charge for our services by the billable hour. We encourage you to consider and suggest other ways of measuring the value of our services during the course of our relationship. Whether you choose to be billed by the hour, or some other fee arrangement, we, unlike any other law firm we know of in the country, invite you to pay in accordance with your perception of the value of our legal services. To that end, within 30 days of our invoice, you are free to adjust our billed amount, upward or downward, based on your perception of the value that you have received.

At present, my current hourly rate applicable to this engagement is \$260. I anticipate that I will be the primary attorney working with the City.

315 FIFTH AVE S SUITE 1000  
SEATTLE, WASHINGTON 98104  
*telephone* 206 676-7000  
*facsimile* 206 676-7001  
[www.summitlaw.com](http://www.summitlaw.com)



City of Black Diamond  
April 8, 2013  
Page 2

Unless otherwise agreed in writing, we will provide you with full itemized billing information on a monthly basis, including people working on your engagement, their hours and rates and a detailed description of services performed. Payment of our bill is due upon receipt of our invoice and bills not paid within thirty (30) days of the date of the invoice will accrue interest at a rate of 1% per month. We do not charge for telephone, fax, photocopying, computerized legal research, local travel, or other costs that are properly part of our cost of doing business. We charge our actual costs for out-of-town travel and meals, working meals, and other third party vendor expenses (*e.g.*, for high volume photocopying, courier and messenger services, conference calls and other extraordinary expenses). Our billings are monthly, unless otherwise agreed.

Attached to this letter is an Appendix which includes additional terms of this engagement. Together, this letter and the Appendix shall constitute the agreement between the City of Black Diamond and us regarding our professional services. If the terms of our representation as described above and in the Appendix are acceptable, please date and sign this letter where indicated below and return it to me via mail, facsimile or electronic mail.

Very truly yours,

SUMMIT LAW GROUP PLLC



Sofia D. Mabee

AGREED AND ACCEPTED:

City of Black Diamond

By \_\_\_\_\_  
Title \_\_\_\_\_  
Dated \_\_\_\_\_



## **APPENDIX TO ENGAGEMENT LETTER OF SUMMIT LAW GROUP, PLLC**

The term “you” below refers to the client in this engagement. If the client is an entity, then we have addressed the accompanying engagement letter to the client’s authorized representative, but the term “you” below refers to the entity client.

### **Identity of Client.**

In representing a client which is an entity, we do not thereby also separately represent affiliates or other constituents of the entity, nor do we separately represent the owners, officers, directors, founders, managers, members, partners, fiduciaries, or employees of the entity in their individual capacities or with respect to their individual affairs. We will rely upon you to inform them of this fact where appropriate. Unless we agree otherwise in writing, we do not by virtue of our representation of you also represent any entity that controls you, is controlled by you or is under common control with you. We will look to the addressee of the engagement letter for our instructions on behalf of the entity, unless you inform us otherwise in writing.

### **Scope of Engagement.**

The scope of this engagement is described in the accompanying engagement letter. The scope of our engagement may change if you ask us to provide different or additional services and we agree in writing to provide them or we actually proceed to provide them and bill you for them. If our engagement changes, the terms set out in the accompanying engagement letter and this Appendix will apply to the changed engagement, unless we enter into a further agreement modifying this one. Our engagement may be terminated by either one of us upon written notice to the other.

### **Billing and Payment.**

We review and make changes to our hourly rates from time to time, usually on an annual basis. Changes may or may not apply across the board to all timekeepers.

Timely payment in full is a condition to our continuing provision of services. You agree that we may suspend or terminate our services and may withdraw from this engagement in the event our fees and other charges are not timely paid, subject to applicable rules governing attorney withdrawal. In extreme cases, we may pursue recovery of unpaid fees through collection actions or litigation. If our engagement is terminated by either you or us for any reason, you will remain obligated to pay us all fees and other charges properly incurred up to the termination date.

Although on occasion we will in good faith attempt to estimate in advance the fees and costs of an engagement, we are not bound by any such estimate unless agreed in writing. Also, we are not obligated to revise, amend or correct any such estimate if subsequent developments make it inaccurate.



# SUMMIT LAW GROUP<sup>®</sup>

*a professional limited liability company*

SOFIA D. MABEE

DID: (206) 676-7112

E-MAIL: [sofiam@summitlaw.com](mailto:sofiam@summitlaw.com)

February 27, 2013

*By FedEx*

Brenda L. Martinez  
Assistant City Administrator/City Clerk  
City of Black Diamond  
24301 Roberts Drive  
Black Diamond, WA 98010

**Re: Proposal for Legal Services**

Dear Ms. Martinez:

Thank you for the opportunity to submit this proposal to work with the City of Black Diamond. These materials provide information about Summit Law Group, our Labor and Employment practice, and the individual lawyers in the firm who would provide services to the City. If you should need any additional information, please do not hesitate to let me know.

**Organizational Background**

Summit Law Group was formed in 1997 and is dedicated to providing its customers with high-quality service in a non-traditional way. We have 32 attorneys, each committed to the firm's ideals. We do not conform to the traditional law firm structure of partners and associates. All attorneys are members of the firm. We also do not conform to traditional law firm structure which provides large corner offices to senior partners and relegates support personnel to windowless interior cubicles. All attorneys and support personnel have the same size office. Summit insists on calling its clients "customers" because we recognize that a customer wants efficiency, value and personal service. We strive to form productive working partnerships with our customers, delivering a better product at a greater value. As one of our lawyers once quipped, "This is not your father's law firm."

As explained in more detail below, our labor and employment law attorneys have extensive public sector experience and represent hundreds of Washington employers with labor and employment issues. The group consists of eleven lawyers: Sofia Mabee, Bruce

315 FIFTH AVE S SUITE 1000  
SEATTLE, WASHINGTON 98104  
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[www.summitlaw.com](http://www.summitlaw.com)



Schroeder, Otto Klein, Rod Younker, Kristin Anger, Beth Kennar, Shannon Phillips, Denise Ashbaugh, John Chun, Mike Bolasina, and Peter Altman.

## **Experience/Knowledge Requirements**

### **1. Summit's Public Sector Labor Practice**

Since the firm was founded, Summit Law Group's labor and employment lawyers have assisted literally hundreds of Washington employers with labor and employment matters. A significant portion of our labor and employment practice is devoted to work for public sector agencies. A list of those customers would be prohibitively long, but includes counties, cities spanning the state, a large majority of Washington's transit agencies, all of Washington's public universities, numerous health departments and districts, many fire and other special purpose districts, and a range of other agencies such as park districts, emergency dispatch centers and water districts. By way of example, below is a list of cities that Summit attorneys have worked with in the last few years:

|                   |                   |
|-------------------|-------------------|
| Anacortes         | Marysville        |
| Arlington         | Mercer Island     |
| Auburn            | Monroe            |
| Bainbridge Island | Mount Vernon      |
| Battle Ground     | Mountlake Terrace |
| Bellevue          | Mukilteo          |
| Bellingham        | Ocean Shores      |
| Boise             | Olympia           |
| Bothell           | Pasco             |
| Bremerton         | Port Angeles      |
| Burlington        | Pullman           |
| Edmonds           | Renton            |
| Federal Way       | Ridgefield        |
| Fircrest          | Seatac            |
| Kennewick         | Seattle           |
| Kent              | Snohomish         |
| Kirkland          | Snoqualmie        |
| Lacey             | Spokane           |
| Lake Stevens      | Tukwila           |
| Lakewood          | Vancouver         |
| Longview          | Walla Walla       |
| Lynnwood          | Wenatchee         |

One indication of the depth of our expertise in public sector labor and employment law is the fact that we are called on repeatedly by the Washington State Department of Personnel, the Washington State Transit Training Coalition, the Association of Washington Cities, the Washington State Association of Municipal



Attorneys, and many other public agencies and organizations to provide training on topics in this field.

## **2. Experience of Particular Relevance**

All of our labor and employment attorneys have substantial experience with public labor and employment law. We have been involved in all facets of labor law/employee relations, including bargaining, counseling, training, administrative actions before the Public Employment Relations Commission, the National Labor Relations Board, the Washington State Human Rights Commission, the Equal Employment Opportunity Commission, and litigation in state and federal court. Our approach is practical in nature. We try to work with our customers to fashion cost-effective creative solutions to problems.

In order to provide prompt answers to our customers' questions, we function as a team so that our customers can call on any of the group's attorneys to provide timely advice and assistance. For this engagement, we suggest that Sofia Mabee lead the team, with others available to assist as appropriate. Sofia has taken the lead in negotiating collective bargaining agreements for the City of Bainbridge Island, Woodinville Fire & Rescue District and the City of Bellingham, and represented the City of Snoqualmie in mediation and interest arbitration proceedings. Sofia served in-house as the sole labor and employment attorney and negotiator for the City of Yakima for approximately seven years prior to joining Summit and performed a full range of municipal legal work in that capacity.

Summit has represented many public employers in the interest arbitration process. Over the last approximately five years, Summit attorneys have represented public employers in the following interest arbitrations:

- C-TRAN and ATU 757
- City of Vancouver and OPEIU 11
- City of Mukilteo and IAFF Local 3482
- Pierce County and Pierce County Deputy Sheriffs' Guild
- Pierce County and Pierce County Captains' Association
- City of Mount Vernon and Mount Vernon Police Services Guild
- City of Longview and Longview Police Guild
- Kitsap Transit and ATU 1382
- Clark County and Clark County Deputy Sheriffs' Guild
- Clark County and Clark County Custody Officers' Guild
- Intercity Transit and IAM 160

## **3. Our Support Capability**

Summit's support capability includes Linda Swanson, a retired human resources professional from the City of Longview with a wealth of bargaining and interest



arbitration experience, who assists us in preparing and analyzing comparables for use in bargaining and interest arbitration. Linda's experience, combined with her lower cost as a non-attorney, makes her a valuable resource for our customers.

We also recognize the critical importance of managing the implementation of a new contract, and we provide guidance and assistance to our customers with this process after negotiations have concluded. While we strive to reach clear resolutions at the bargaining table that minimize disputes afterwards, when those disputes arise we have vast experience with grievance arbitration and with all forms of litigation before PERC that we use to help our customers find effective solutions to labor problems.

Finally, the breadth of our practice requires that we keep up with new regulations and emerging trends in employment law. We are regularly called on to provide counseling or training to public sector managers and supervisors on discrimination, harassment, disability, FMLA, FLSA, discipline and other topics. This experience and expertise allows us to assist our clients with navigating these often complex laws.

#### **4. Our Style and Philosophy regarding Labor Relations**

We are firm believers that employers need to view labor relations as a long road. Employers or unions that take a short-term view of bargaining rarely enjoy constructive relationships. We try to assist our customers by emphasizing practical approaches to problem solving and a long-term point of view, both of which help improve and solidify productive working relationships with their employees. We work hard to ensure that we leave the relationship better than we found it.

Many of our customers seek out our services precisely because of our practical, "big picture" approach to labor relations. Working with public sector employers, or many of our high-profile private sector customers, we often conduct labor negotiations in the public eye or in politically-charged atmospheres. Particularly in such settings, negotiators who take an unnecessarily adversarial approach or view negotiations purely as a "zero-sum game" risk damaging relationships that must continue long after the consultants leave the premises. Simply put, if you are looking for someone to belittle your employees or berate your union representatives, you should work with someone else.

#### **Fees and Expenses.**

We will build a working partnership with you to enable you to maintain control over the scope and cost of your legal work. In most cases, we charge for our services by the billable hour. We bill in tenth-hour increments. We significantly discount our rates for public sector agencies. Our fees generally increase each January, with the amount of increase being about the same as the increase in the Seattle Consumer Price Index. Unlike most other law firms, we do not charge for telephone, telefax, photocopying, computerized legal research, or other costs that are properly part of our cost of doing



business. We do charge our actual out-of-pocket costs for travel, high volume photocopying jobs, overnight courier service and other extraordinary out-of-pocket expenses. Our billings are monthly, unless otherwise agreed. Our 2013 public sector rates are as follows:

|                     |          |
|---------------------|----------|
| Sofia D. Mabee      | \$260.00 |
| Peter Altman        | \$215.00 |
| Kristin D. Anger    | \$260.00 |
| Denise L. Ashbaugh  | \$245.00 |
| Michael C. Bolasina | \$260.00 |
| John H. Chun        | \$265.00 |
| Elizabeth R. Kennar | \$260.00 |
| Otto G. Klein       | \$295.00 |
| Shannon E. Phillips | \$260.00 |
| Bruce L. Schroeder  | \$295.00 |
| Linda Swanson       | \$115.00 |
| Rodney B. Younker   | \$290.00 |

## References

The following individuals have worked with Summit Law Group and worked personally with Sofia Mabee within the last five (5) years:

Joan Montegary, Chief Administrative Officer  
Woodinville Fire & Rescue  
P.O. Box 2200  
Woodinville, WA 98072  
(425) 483-7912

Doug Schulze, City Manager  
City of Bainbridge Island  
280 Madison Avenue N.  
Bainbridge Island, WA 98110-1812  
(206) 780-8626

Bob Larson, City Administrator  
City of Snoqualmie  
38625 SE River St.  
Snoqualmie, WA 98065  
(425) 888-1555



**Conclusion**

We genuinely appreciate the opportunity to present this proposal for your consideration. If there is anything further that you should need, please let us know.

Sincerely yours,

SUMMIT LAW GROUP PLLC

A handwritten signature in black ink, appearing to be 'Sofia D. Mabee', with a long horizontal line extending to the right.

Sofia D. Mabee

Enclosures



# SUMMIT LAW GROUP®

## SOFIA D. MABEE

Employment Attorney  
Phone (206) 676-7112  
Fax (206) 676-7113  
[sofiam@summitlaw.com](mailto:sofiam@summitlaw.com)

**Practice:** Sofia Mabee provides advice and representation to public and private entities on a range of labor and employment and other matters, and litigates disputes in federal and state courts and in administrative hearings.

**Experience:** Prior to joining Summit, Sofia was an Assistant City Attorney and provided advice and representation to elected and appointed officials on a wide range of labor, employment, and other general municipal legal matters, including the Public Records Act. She has handled mediations, arbitrations, and all other phases of dispute resolution. Sofia represents employers in collective bargaining and in matters before the Public Employment Relations Commission and the National Labor Relations Board. She also provides counseling and advice regarding discipline and termination issues, union grievances, wage and hour laws, unfair labor practices, hiring issues, personnel policies, and compliance with anti-discrimination law.

Sofia grew up overseas and speaks Portuguese.

**Education:** Georgetown University (B.A., History and Philosophy, 1996), Dean's List; Seattle University School of Law (J.D., *summa cum laude*, 2001), Presidential Scholarship, Dean's List, recipient of 4 CALLI awards (first in class.)

**Memberships and Associations:** Washington State Bar Association; King County Bar Association; Washington State Association of Municipal Attorneys (WSAMA); WSAMA Amicus Committee; American Bar Association.

**Community Activities:** Yakima YWCA (Board Member, 2004-2008, Treasurer 2005-2007); Seattle Repertory Theatre Crew (Board Member, 2009, 2010).



## **SOFIA D. MABEE**

### **Representative Training and Speaking Engagements:**

- AWC Labor Relations Institute, "Employee Information and Public Records Disclosure Obligations," April 26, 2012
- WAPRO Spring Training, "Public Records Requests and Personnel Records," April 19, 2012
- WAPELRA Fall Conference "Are your Fitness for Duty Practices Fit for Duty?" September 22, 2011
- National Business Institute "Current Challenges in Local Government Law: Human Resources Issues," November 10, 2010
- WAPRO Fall Training, Personnel Records, October 7, 2010
- AWC Labor Relations Institute, "Legal Ramifications of the Social Media Explosion: An Employer's Guide," April 29, 2010
- Washington State Transit Insurance Pool webinar "Curbing Absenteeism: Using Recent Change to the FMLA to the Employer's Advantage," December 16, 2009
- WAPELRA Fall Conference, "FLSA Hot Topics: Donning and Doffing, Furloughs, Take Home Vehicles & Training," September 24, 2009
- MAMAS Brown Bag Luncheon "Perceptions of Women in the Legal Profession," May 19, 2009

# SUMMIT LAW GROUP<sup>®</sup>

## BRUCE L. SCHROEDER

Employment/Litigation  
Phone (206) 676-7052  
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[bruces@summitlaw.com](mailto:bruces@summitlaw.com)

**Practice:** Bruce L. Schroeder's practice is concentrated on representing management in the entire range of employment law matters.

**Experience:** Bruce's practice includes wrongful discharge, fair employment practice and labor-management litigation; unfair labor practices and other proceedings before the National Labor Relations Board and the Public Employment Relations Commission; union organizing campaigns; labor negotiations, grievance, and interest arbitrations; and Equal Employment Opportunity Commission, Washington State Human Rights Commission, Department of Labor, and wage/hour matters. He provides preventive counseling to clients to avoid or minimize the risk of litigation.

Bruce is the author of *Supervising Employees Legally and Effectively*, the *Basics of Collective Bargaining in Washington*, the *Washington State Public Employment Overtime Guide*, and co-author of *An Overtime Handbook for Washington State Employers*. Bruce also has extensive experience in conducting a wide variety of training programs for supervisors. Bruce's clients are in all major sectors and include numerous public agencies. Prior to studying law, Bruce was a field examiner for the National Labor Relations Board.

Bruce was selected as a Super Lawyer for 2008 - 2013 by *Law & Politics Magazine*. In addition, he is listed in *Best Lawyers in America* for 2008 - 2012.

**Education:** Bruce graduated from the University of Puget Sound in 1979, *summa cum laude* and Phi Kappa Phi. Bruce was the recipient of the Adam Smith award for academic excellence in economics. He graduated with highest honors and Order of the Coif from the University of Washington Law School in 1983. He was the Topics Editor for the *Washington Law Review*.

**Memberships:** Washington State Bar Association, American Bar Association.





# SUMMIT LAW GROUP®

## OTTO G. KLEIN III

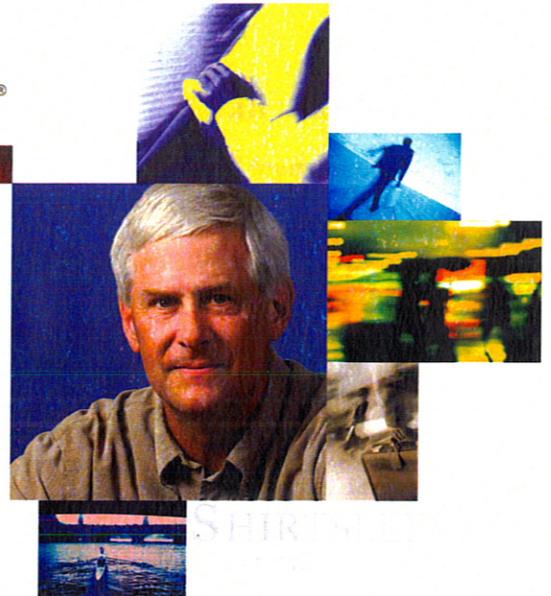
Labor/Employment  
Phone (206) 676-7034  
Fax (206) 676-7035  
[ottok@summitlaw.com](mailto:ottok@summitlaw.com)

**Practice:** Otto G. Klein III has a substantial public and private sector labor and employment law practice.

**Experience:** Otto has been involved in all aspects of employer representation in labor and employment law for over thirty years. He works with employers of all sizes, helping them understand their legal rights and responsibilities. Otto regularly takes the lead in bargaining negotiations for many public and private sector clients, and has represented numerous employers in both grievance and interest arbitration. Otto has also worked extensively on executive compensation matters, representing both executives and companies. He frequently speaks on developments in labor and employment law.

### Representative Engagements:

- **Grievance Arbitration.** Otto regularly represents employers in all facets of grievance arbitration.
- **Collective Bargaining.** At any given time, Otto is involved in several different bargaining negotiations, representing management.
- **Interest Arbitration.** Otto has extensive experience representing employers in arbitrations to determine wages, hours and working conditions.
- **Executive Compensation and Contracts.** Otto has substantial experience representing both executives and companies in matters involving executive compensation and employment agreements, and restrictive covenants.



## **OTTO G. KLEIN III**

### **Employment History:**

- 1997-Present  
Summit Law Group, PLLC, Member
- 1988-1997 Heller Ehrman White & McAuliffe, Partner  
Emphasis on employment and labor law.
- 1981-1988 Syrdal, Danelo, Klein, Myre & Woods, Partner  
Emphasis on employment and labor law.
- 1976-1981 Perkins Coie  
Emphasis on employment and labor law.

**Education:** University of Washington (B.A., *magna cum laude*, 1973); Yale University Law School (J.D., 1976).

**Bar Associations and Memberships:** American Bar Association, Washington State and Seattle-King County Bar Associations

**Honors and Recognitions:** Martindale-Hubbell, A.V. rated; Named one of Washington's Best Lawyers by Law & Politics Magazine; included in Seattle Magazine's list of best local lawyers.

### **Representative Training and Speaking Engagements:**

- Association of Washington Cities -- annual presenter for last 25 years on update PERC decisions.
- CALPELRA State Conference -- 2002, 2003.
- National Labor Relations Board/Federal Mediation and Conciliation Service/Public Employment Relations Commission -- training on the Basics of Labor Law -- 2002-2005.
- NPELRA National Conference -- 2001, 2003.
- Washington Labor Letter articles published on many topics regarding employment law -- 1997-2003.
- Washington State Department of Personnel Just Cause Training -- 2005-2008.

# SUMMIT LAW GROUP<sup>®</sup>

## RODNEY B. YOUNKER

Labor and Employment/Litigation  
Phone (206) 676-7080  
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[rody@summitlaw.com](mailto:rody@summitlaw.com)

**Practice:** Rod Younker's practice focuses on labor and employment law and involves litigation, counseling, training, and negotiating.

**Experience:** Rod has extensive experience defending both public and private sector employers in discrimination, wrongful discharge, and unpaid wage cases before Washington State and federal courts. He has also represented public and private employers in union organizing campaigns, representation proceedings, unfair labor practice proceedings, and union discrimination matters before the Public Employment Relations Commission and the National Labor Relations Board. Rod spends a significant amount of time counseling and advising clients about labor and employment issues. In this capacity, he assists clients with hiring, firing and discipline issues; wage and hour issues; grievance processing; employment contracts; and employment policies. He also advises employers regarding collective bargaining strategies, and represents employers at the bargaining table during collective bargaining negotiations.

In addition to his labor and employment law experience, Rod has extensive experience with complex insurance coverage, environmental and mass tort litigation. He has been asked to speak on a wide variety of labor and employment topics, and has written and published a number of articles regarding various labor and litigation topics.

### Representative Clients:

- American Water Services
- Central Washington University
- Eastern Washington University
- The Evergreen State College
- Housing Resources Group
- Kitsap County Health District
- Pioneer Newspapers
- SNOCOM
- Snohomish Health District
- Tacoma-Pierce County Health Department
- Western Washington University



## **RODNEY B. YOUNKER**

---

**Education:** University of Wisconsin-Madison (B.S., 1987), Phi Beta Kappa; Stanford Law School (J.D., 1991), President, Stanford Law & Policy Review.

**Memberships:** Washington State Bar Association; King County Bar Association; Martindale-Hubbell, A.V. rated.

# SUMMIT LAW GROUP®

## KRISTIN D. ANGER

Employment/Litigation Attorney

Phone (206) 676-7012

Fax (206) 676-7013

[kristina@summitlaw.com](mailto:kristina@summitlaw.com)

**Practice:** Kristin Anger's practice encompasses a wide range of labor and employment law matters, including counseling employers on compliance with legal obligations, training, drafting personnel policies and employment agreements and conducting personnel investigations.

**Experience:** Kristin's practice emphasizes preventive counseling to public and private sector clients to avoid or minimize the risk of litigation. In that capacity, Kristin counsels employers on discipline and discharge issues, leave and disability accommodation issues, grievance processing, wage and hour issues, unfair labor practice issues, discrimination and harassment, non-competition/nondisclosure requirements, personnel investigations, employment contracts and policies, and other related areas. Kristin frequently assists employers in responding to charges of discrimination filed with the EEOC or Washington Human Rights Commission. She also conducts personnel investigations involving allegations of harassment, discrimination or other misconduct. Additionally, Kristin provides training to managers and employees on compliance with employment and labor laws, including training on harassment and discrimination, discipline and discharge and disability accommodation. Kristin regularly speaks to employer groups on a variety of labor and employment topics ranging from leave and accommodation, to conducting workplace investigations, to preparing for grievance arbitration.

### Representative Presentations, Training and Publications:

- "Legal Ramifications of the Social Media Explosion: An Employer's Guide," Co-Presentation (with Sofia D'Almeida Mabee), Association of Washington Cities Labor Relations Institute (2010)
- "Preventing Harassment in the Workplace", Training, for numerous customers on recurring basis
- "PERC Confirms that Employers Must Bargain Both the Decision and Effects of Budget-Related Furloughs," Publication, *HR Advisor*, Municipal Research and Services Center of Washington (2010)



## KRISTIN D. ANGER

- "A Year of Change: Making Sense of Recent Modifications to the ADA, FMLA and State Leave Laws," Training, Washington State Transportation Training Coalition (2009)
- "Leave' Us Alone! What New and Different Leave Rules Have Lawmakers Brought Us This Year?" Co-Presentation (with Rod Younker), Association of Washington Cities Labor Relations Institute (2009)
- "Employment Law Issues for New Supervisors," Training, Washington State Transportation Training Coalition (2009)
- "2009 FMLA Update: FMLA Amendments and Regulatory Changes," Publication, Washington Public Employer Labor Relations Association (2009)
- "Are Your Fitness-For-Duty Practices Fit For Duty?" Training, Washington State Transportation Training Coalition (2008)
- "ADA Amendments Signed Into Law: What ADA Changes Mean for Washington Employers," Publication, Association of Washington Cities *Personnel News* (2008)
- "Understanding Just Cause," Presentation, West Sound Human Resource Management Association (2006)
- "New Name, Same Game: Responding to Requests for Employee Information Under Washington's Public Records Act," Co-Presentation (with Bruce Schroeder), Association of Washington Cities Labor Relations Institute (2006)
- "Minimizing Liability When Disciplining or Discharging Public Sector Employees," Presentation, Public Sector Employment Law Update, Council on Education in Management (2006)
- "Public Employer Alert: Federal Court Holds that Employees May Have Right to Pre-Disciplinary 'Name-Clearing' Hearing," Publication, *HR Advisor*, Municipal Research and Services Center of Washington (2004)

**Education:** Kristin graduated from Santa Clara University in 1990. She was the 1995 Honor Graduate from the University of Washington Law School, and was inducted into Order of the Coif. During law school, Kristin was a member of the Washington Law Review and of the Moot Court Honor Board.

# SUMMIT LAW GROUP®

## ELIZABETH R. BUTLER KENAR

Employment/Labor Attorney  
Phone (206) 676-7068  
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[bethk@summitlaw.com](mailto:bethk@summitlaw.com)

**Practice:** Beth Kennar's practice involves a full range of labor and employment law matters, including counseling employers on compliance with legal obligations, training, workplace investigations, collective bargaining negotiations, and representing employers in litigation and administrative proceedings.

**Experience:** Beth has been a Member of Summit Law Group since 1998. She has both a Spokane and Seattle office, and represents public and private sector employers in a variety of employment and labor-related matters. She negotiates union contracts, and represents employers in arbitrations and matters before the Public Employment Relations Commission and National Labor Relations Board.

Beth was named one of the top 100 labor lawyers in the United States for 2008 by the Labor Relations Institute, Inc. This honor represents the top one percent of labor attorneys in the United States.

Beth is also frequently called upon to provide training and counseling on a variety of employment law issues, including issues under the state and federal discrimination laws, state and federal wage and hour laws, and potential claims involving personnel manuals, reductions-in-force and other employee discipline and discharge issues. Beth also has extensive litigation experience. She represents clients in administrative proceedings before the EEOC and Human Rights Commission, and has successfully defended clients against employment claims in state and federal court.

**Education:** Beth graduated from Gonzaga University in 1991, *summa cum laude*. She obtained her Juris Doctorate from the University of Washington in 1995 and was a member of the Order of the Coif and Moot Court Honor Board.

**Memberships:** American, Washington State, and King County Bar Associations.





# SUMMIT LAW GROUP<sup>®</sup>

## SHANNON E. PHILLIPS

Labor and Employment/Litigation Attorney  
Phone (206) 676-7092  
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[shannonp@summitlaw.com](mailto:shannonp@summitlaw.com)

**Practice:** Shannon E. Phillips maintains an employment and labor practice.

**Areas of Emphasis:** Shannon represents private and public-sector employers in employment-related litigation in federal and state courts, arbitrations, and in administrative hearings. Shannon's practice emphasizes preventive counseling to customers to avoid or minimize the risk of litigation. Specific areas of advice include assistance in disciplining and terminating employees, and drafting employee handbooks and employment agreements. Shannon represents employers in the full range of labor matters, from negotiating contracts through representation in grievance arbitrations. Shannon also provides training to supervisors and employees on compliance with employment and labor laws, including topics such as sexual harassment and disability accommodation. Shannon conducts investigations into allegations of workplace misconduct, including sexual harassment allegations. Shannon was named a "Rising Star" in the 2006 Washington Law & Politics survey of lawyers in Washington state.

### Representative Labor and Employment Cases:

- *Vasquez v. Kitsap Transit* (summary judgment for employer on retaliatory discharge claim)
- *SEIU v. ABM* (award for employer in termination grievance arbitration)
- *Edmonson v. ABM* (summary judgment for employer on disability and other claims; affirmed by court of appeals)
- *Hutchings v. Ben Franklin Transit* (summary judgment for employer on free speech and retaliation claims)
- *ATU, Local 1576 v. Community Transit* (successfully defended claim of unlawful skimming before Public Employment Relations Commission)
- *AFSCME v. City of Olympia* (award for employer in termination grievance arbitration)
- *Sebhatu v. Ampco System Parking, Inc.* (failure to accommodate disability)
- *Green v. Fluor Constructors International* (environmental whistleblowing, wrongful discharge)



## SHANNON E. PHILLIPS

### Speeches, Training, and Publications:

- Panelist, "What Advocates Want From Arbitrators," National Academy of Arbitrators, Labor Arbitrators' Day (2009 and 2010)
- Training, "Preparing for Grievance Arbitration and Presenting a Good Case," AWC Labor Relations Institute (2006)
- Training, "Selecting and Terminating Employees in Washington," National Business Institute (2003)
- Training, "Finding Your Way Through the Maze of Leave Laws," Summit Law Group Training (2003)
- Training, "Basics of Collective Bargaining" and EEO Compliance, City of Renton, L.E.A.D. Training (2001-2003)

**Related Experience:** Prior to attending law school, Shannon was a legislative aide to a U.S. Senator. After law school, she clerked for Washington Supreme Court Justice Rosselle Pekelis.

**Honors and Recognitions:** Shannon was named one of 2012 *Best Lawyers in America*.

**Education:** Shannon graduated from Stanford University in 1989. She was an honors graduate of the University of Washington Law School in 1995. During law school, she was a Symposium Editor of the Washington Law Review and a member of the Moot Court Honor Board.

**Memberships:** Shannon is a member of the Washington State Bar Association and was on the board of the Northwest Women's Law Center.

**Other Interests:** Back in the day, Shannon was on the Stanford Cycling and Varsity Crew teams. Now she is obsessed with the less pointedly painful pursuit of tennis competency.

**Professional and Charitable Activities:** Shannon is on the Board of Communities and Parents for Public Schools (<http://www.cppsosfseattle.org>). For the past two years, Shannon has organized and worked with kitchen volunteers for the Washington Middle School auction.

# SUMMIT LAW GROUP®

## DENISE L. ASHBAUGH

Employment Attorney/General Litigation  
(206) 676-7094  
[denisea@summitlaw.com](mailto:denisea@summitlaw.com)

**Practice:** Denise L. Ashbaugh maintains an employment law and general litigation practice.

**Experience:** Denise has experience representing private and public sector clients in a wide range of employment - related matters including wrongful discharge, unfair labor practices, sexual harassment, discrimination and wage and hour laws. Denise's litigation experience includes cases in federal and state courts, mediations, arbitrations, and at administrative hearings. In the past few years, Denise served as defense-counsel in two multi-week jury trials. In addition to litigation, Denise also provides preventative counseling to clients to avoid or minimize the risk of litigation, including in-house seminars on compliance with employment and labor laws. In her general litigation practice, Denise has covered a wide variety of subjects including complex commercial disputes, construction litigation, trademark disputes, trade secrets, and trust and estate contests.

**Education:** University of Washington (B.S. Economics, 1995; B.S. Political Science, 1995; J.D. 1998)

**Memberships:** American Bar Association; Washington State Bar Association; King County Bar Association; Labor & Employment Section of the Washington State Bar Association; voted Washington "Rising Star" by the Washington Law & Politics magazine's lawyers' poll (2001-2005); President of the Big "W" Club; Vice President of Development for the Alliance for International Women's Rights; Advisory Board Member of the LPGA Girls Golf Club; Advisory Board Member of Nature Vision, Inc.





# SUMMIT LAW GROUP<sup>®</sup>

## JOHN H. CHUN

Employment/Litigation  
Phone (206) 676-7046  
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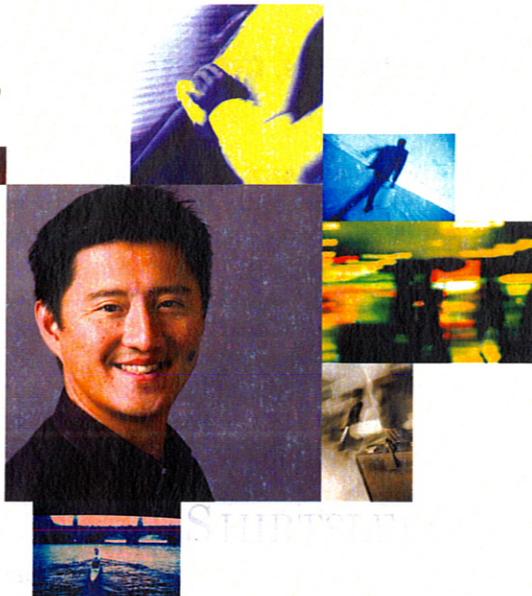
**Practice:** John Chun is a trial lawyer and client counselor whose practice focuses on employment and complex commercial cases. He also provides services as an investigator, arbitrator, and mediator in various types of matters. Prior to entering private practice, John served as a judicial law clerk for the Hon. Eugene A. Wright, United States Court of Appeals for the Ninth Circuit. He is a graduate of Columbia University and Cornell Law School. John currently serves as a trustee of the Federal Bar Association of the Western District of Washington, a board member of the Washington Low Income Housing Alliance, and a member of his firm's executive board.

**Experience:** John has extensive experience in state and federal trial and appellate courts, arbitration proceedings, administrative matters, and governmental and other investigations. He has represented large and small businesses, public entities, and individuals in various types of employment, complex commercial, and international cases. John has represented clients locally, regionally, and nationally. Though his work usually takes place within the United States, it has taken him as far away as Kuala Lumpur and Singapore for in-court deposition proceedings; and he has had cases involving parties from Europe, Asia, and Central America. John's work has involved a broad range of industries, including aviation, financial services, private equity, legal services, hospitality, telecommunications, fishing, construction, sustainability and green building, real estate, transportation, healthcare, environmental services, industrial services, manufacturing, retail, software, Internet, emerging technology, and life sciences.

Prior to joining Summit Law Group, John was a partner at Preston Gates & Ellis LLP (now K&L Gates). Before entering private practice, he served as a judicial law clerk for the Honorable Eugene A. Wright, United States Court of Appeals for the Ninth Circuit.

**Bar and Court Admissions:** Washington; United States Supreme Court; United States Court of Appeals for the Ninth Circuit; United States District Court, Western District of Washington; United States District Court, Eastern District of Washington.

**Education:** Columbia University (B.A. 1991); Cornell Law School (J.D. 1994); *Cornell Law Review* (Note Editor, 1993-94; Associate Editor, 1992-93); American Jurisprudence Award, Torts.



## **JOHN H. CHUN**

**Professional Recognition:** AV Rated, Martindale-Hubbell; "Super Lawyer," (each year, 2004-2010; top 100, 2007; "Top Attorneys in Employment and Labor," Corporate Counsel Edition (2009); "Top Attorneys in Corporate Litigation," Corporate Counsel Edition (2010)); "Top Lawyer," Seattle Metropolitan Magazine (2010); "League of Justice" and "Top Lawyer," Washington CEO (2006 and 2007, respectively); "40 Under Forty," Puget Sound Business Journal (2005); "Rising Star," Washington Law & Politics (2003); Community Leadership Award, Korean American Bar Association of Washington (2007); Fellow, Litigation Counsel of America.

### **Professional & Community Activities:**

Academic: Adjunct Professor, Seattle University School of Law (2002-2005)

Memberships & Associations: American Bar Association; Washington State Bar Association; King County Bar Association (member, Litigation and Labor & Employment Law Sections); Federal Bar Association for the Western District of Washington (Trustee, 2011); Litigation Counsel of America; William L. Dwyer Inn of Court; American Arbitration Association; Participant, FutureFirm Competition, University of Indiana School of Law, April 18-19, 2009; Delegate, Governor Christine Gregoire's Trade Mission to the Republic of Korea (2006); National Asian Pacific American Bar Association; Asian Bar Association of Washington; International Association of Korean Lawyers (co-chair, Seattle 2006 Conference Planning Committee); Korean American Bar Association of Washington (President, 2003; Board Member, 2002-2004; Mentor 2011)

Community Service: Board Member, Washington Low Income Housing Alliance (2011); Sandwich Volunteer, St. Martin De Porres Shelter (2010-present); Member, Alumni Board of The Catlin Gabel School (2010-present); Northwest Next Leaders Council (Board Member, 2007-2008; Mentor, 2008-2009); King County Bar Foundation, Future of the Law Institute (Board, 2005-present; Governing Council, 2004-2005; Project Planning Committee, 2002); Asian Pacific Islander Community Leadership Foundation (Executive Board Member and Treasurer, 2005-2007); Board Member, North Seattle Boys and Girls Club (1999); Volunteer Attorney, King County Bar Foundation and Korean Community Counseling Center Legal Clinics (1996-2005).

# SUMMIT LAW GROUP<sup>®</sup>

## MICHAEL C. BOLASINA

Employment Attorney  
Phone (206) 676-7006  
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[mikeb@summitlaw.com](mailto:mikeb@summitlaw.com)

**Practice:** Mike consults with and advises clients (primarily employers) on employment matters, and represents parties (primarily employers) on employment-related claims. He also investigates employee harassment, discrimination, and retaliation complaints in a neutral investigator capacity, and trains employers, employees, and employment lawyers on employment-related issues. Mike conducts sexual harassment workshops during which he trains both employees and supervisors on various aspects of the law. Mike wrote the employment law chapters of the book, "How to Stay Out of Court and In Business," which is directed to business owners and managers.

**Experience:** Since 1994, Mike has represented defendants in approximately 75 litigated employment cases. He represents private businesses in litigation that includes civil rights, wage and hour, and non-compete issues. He is also appointed counsel for Washington Cities Insurance Authority and Washington Government Entity Pool in employment and tort litigation. Mike has also served as an expert witness in cases where the handling of an employment-related claim was an issue.

Since 1994, Mike has also represented churches in tort-related litigation. He includes among his clients the Roman Catholic Church, the Mormon Church, the Baptists, the Mennonites, and several congregations of non-denominational protestants. He has developed an expertise in tort and First Amendment law as it applies to churches being sued in civil court.

Mike has presented at a number of seminars/CLEs on topics including religious discrimination, sexual harassment, the Family Medical Leave Act, direct examination, negligent hiring and supervision, defamation, the fair credit reporting act and investigations of employees, and the unique aspects of employment discrimination claims against government entities.

### Representative engagements include:

- Client: City of Des Moines  
Matters: Defended the negligence claims against Des Moines in the Vili Fualaau/Mary Kay Letourneau lawsuit (jury trial); defended wrongful termination/First Amendment claim by discharged police officer (summary judgment); defended breach of contract claim by former municipal judge



## **MICHAEL C. BOLASINA**

### Representative engagements (continued):

- Client: City of Auburn  
Matters: Defended false arrest/malicious prosecution claim (jury trial); defended negligence claims arising from injuries during riot training exercise; defended age and sex discrimination claim
- Client: City of Renton  
Matters: Defended retaliation/First Amendment claim by firefighter (bench trial); defended excessive force claim
- Client: City of Cheney  
Matter: Defended disability discrimination claim (jury trial)
- Client: State of Washington  
Matters: Defended retaliation/constructive discharge claim; defended disability discrimination/retaliation claim and Employment Panels since 2005. He has been a Rule 39.1 N

**Education:** New York University School of Law, J.D., 1989;  
University of Michigan, A.B. with high honors, 1986.

**Memberships:** All Washington State Courts, Eastern & Western Districts of Washington, United States Court of Appeals: Ninth Circuit

**Professional Awards:** Washington Super Lawyers 2003-2010;  
AV ® Preeminent on Martindale-Hubbell

# SUMMIT LAW GROUP<sup>®</sup>

## PETER A. ALTMAN

Employment Attorney  
Phone (206) 676-7048  
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[petera@summitlaw.com](mailto:petera@summitlaw.com)

**Practice:** Peter Altman's practice is focused on advising and representing public and private entities on a range of employment law matters, including the litigation of claims in state and federal courts and in administrative hearings. His practice also consists of personal injury defense and commercial litigation.

**Education:** Seattle University School of Law (J.D. *magna cum laude*, 2008); University of Washington (B.A. history, 2005).

**Associations:** Washington Defense Trial Lawyers Association (WDTL); American Bar Association; Washington State Bar Association; King County Bar Association.

**Admitted:** Washington State Courts; United States District Court for the Western and Eastern Districts of Washington; United States Court of Appeals for the Ninth Circuit. 10, 2010.





# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

| ITEM INFORMATION   |                                     |             |
|--|-------------------------------------|-------------|
| <b>SUBJECT:</b><br><b>Ordinance No. 13-1000, amending the City's Business License Code.</b>  | <b>Agenda Date: April 18, 2013</b>  |             |
|  | <b>AB13-030</b>                     |             |
|  | Councilmember Taylor                | <b>X</b>    |
|  | Mayor Rebecca Olness                |             |
|  | City Administrator – Mark Hoppen    |             |
|  | City Attorney –Chris Bacha          |             |
|  | City Clerk – Brenda L. Martinez     |             |
|  | Finance – May Miller                |             |
|  | Natural Resources/Parks – Aaron Nix |             |
|  | Economic Devel. – Andy Williamson   |             |
| Cost Impact:   | Police – Jamey Kiblinger            |             |
| Fund Source:   | Court – Stephanie Metcalf           |             |
| Timeline:  | Comm. Dev. – Steve Pilcher          |             |
| <b>Attachments: Proposed Ordinance No. 13-1000</b>   |                                     |             |
| <b>SUMMARY STATEMENT:</b><br><br>Councilmember's Taylor and Goodwin requested this ordinance be prepared and placed on a Council agenda for discussion.  |                                     |             |
| <b>COMMITTEE REVIEW AND RECOMMENDATION:</b>  |                                     |             |
| <b>RECOMMENDED ACTION: Discussion only or MOTION to adopt Ordinance No. 13-1000, relating to licensing of business activities; amending BDMC 2.58.025 by establishing an additional exemption; amending BDMC 2.58.030 by establishing additional eligibility criteria; amending BDMC 2.58.090 by establishing additional grounds for revocation or suspension; providing for severability; and establishing an effective date.</b> |                                     |             |
| RECORD OF COUNCIL ACTION   |                                     |             |
| <i>Meeting Date</i>  | <i>Action</i>                       | <i>Vote</i> |
| April 18, 2013   |                                     |             |
|  |                                     |             |
|  |                                     |             |

*SPONSORED BY: Council Member Taylor*  
*CO-SPONSORED BY: Council Member Goodwin*

# CITY OF BLACK DIAMOND WASHINGTON

ORDINANCE NO. 13-1000

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**AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, RELATING TO LICENSING OF BUSINESS ACTIVITIES; AMENDING BDMC 2.58.025 BY ESTABLISHING AN ADDITIONAL EXEMPTION; AMENDING BDMC 2.58.030 BY ESTABLISHING ADDITIONAL ELIGIBILITY CRITERIA; AMENDING BDMC 2.58.090 BY ESTABLISHING ADDITIONAL GROUNDS FOR REVOCATION OR SUSEPNSION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

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WHEREAS, recent amendments to Chapter 69.51A RCW, relating to the medical use of cannabis have expanded the scope of certain activities, involving the use of cannabis for medical purposes that are permitted under state law; and

WHEREAS, the passage of Initiative 502 has further legalized the possession and private recreational use of marijuana and authorizes, subject to further regulation, the manufacture, packaging, distribution and retail sale of cannabis; and

WHEREAS, the City Council understands that while the medical benefits of cannabis have been recognized by the state legislature and that the voters have approved amendments to state law to permit the limited manufacture, packaging, distribution, retail sale, and recreational use and possession of cannabis, cannabis remains a Schedule I controlled substance under the federal Controlled Substances Act (CSA), and possession, distribution and use of cannabis is still a violation of federal law; and

WHEREAS, the United States Department of Justice has stated that although state law may authorize the use and possession of cannabis, persons who are in the business of, or knowingly facilitate, the business of cultivating, selling or distributing marijuana are in violation of the Federal Controlled Substances Act, regardless of state law, and that, state laws and local ordinances are not a defense to criminal or civil enforcement of federal law with regard to such conduct; and

WHEREAS, the City Council finds that it is a public nuisance for a licensee to engage in, permit or acquiesce in the use the business premises for drug activity that is unlawful under federal law, even if such activity is or may be lawful under state law; and

WHEREAS, the City Council desires to adopt additional amendments clarifying that an applicant for a business license whose business activities, or proposed business activities, violate or are not in compliance with state, federal or local drug laws would be ineligible for a business license and further clarifying the conditions under which a business license may be suspended or revoked; and

NOW, THEREFORE, the City Council of the City of Black Diamond, Washington, do ordain as follows:

Section 1. Amendment of BDMC 2.58.025 (Exemptions). Section 2.58.025 of the Black Diamond Municipal Code is hereby amended (amendments shown in legislative revisions marks) to read as follows:

2.58.025 - Exemptions.

The following shall be exempt from the provisions of this chapter:

- A. Minors engaged in babysitting, delivery of newspapers, lawn mowing, car washing, and similar activities.
- B. Any instrumentality of the United States, State of Washington, or any political subdivision thereof, with respect to the exercise of governmental functions.
- C. All special event organizers or vendors operating at any authorized special event so long as each vendor is registered with the event coordinator and has a valid state business license.
- D. Nonprofit organizations, including but not limited to religious, civic, charitable, benevolent, nonprofit, and cultural or youth organizations.
- E. Any farmer, gardener, or other person who sells, delivers or peddles any fruits, vegetables, berries or any farm produce or edibles raised, gathered, or produced by such person within the state.
- F. Any individual in possession of a valid direct retail endorsement, as established in RCW 77.65.510, to sell, deliver, or peddle any legally harvested retail-eligible species, as that term is defined in RCW 77.08.010, that is caught, harvested, or collected under rule of the department of fish and wildlife by such a person at a temporary food service establishment, as that term is defined in RCW 69.06.045.

G. Businesses subject to the city's utility tax, Chapter 5.08.

H. Businesses exempt from local business licensing requirements under state or federal law.

Section 2. Amendment of BDMC 2.58.030 (Eligibility for License). Section 2.58.030 of the Black Diamond Municipal Code is hereby amended (amendments shown in legislative revisions marks) to read as follows:

2.58.030 - Eligibility for license.

A. No person shall be eligible for a City of Black Diamond business license, and no business license shall be issued or renewed, if any of the following conditions apply:

1. The applicant is under the age of eighteen.
2. The type of business to be conducted under the license is prohibited by zoning or other regulations from being conducted at the location indicated on the license application.
3. The applicant knowingly provided false or materially misleading information on the business license application or during the application process.
4. The applicant is not eligible under any other statute, law, ordinance, or regulation to be licensed to conduct the type of business for which the city license would be issued.
5. At the time of making the application, the applicant's eligibility for the type of license sought is revoked or suspended pursuant to this chapter.
6. The applicant, or a business within the city which is owned in whole or part by the applicant, owes to the City of Black Diamond any unpaid license fees and/or unpaid fines imposed for violations of this chapter.
7. The business activities, or proposed business activities, to be licensed violate or are not in compliance with state, federal or local laws.
8. The business activities, or proposed business activities, to be licensed are injurious to the public health or safety.
9. The business activities, or proposed business activities, to be licensed constitute a public nuisance.

Section 3. Amendment of BDMC 2.58.090 (Grounds for Revocation, Suspension or Denial). Section 2.58.090 of the Black Diamond Municipal Code is hereby amended (amendments shown in legislative revisions marks) to read as follows:

2.58.090 - Grounds for revocation, suspension or denial.

A. In accordance with Section 2.58.080(C), the clerk may revoke, suspend, or deny any business license issued under the provisions of this chapter on any one or more of the following grounds:

1. The license was procured by fraud or by false representation of fact;

2. The licensee has violated or failed to comply with any of the provisions of this chapter;
3. Applicant or licensee ~~M~~ makes a misrepresentation or fails to disclose a material fact to the city related to any of the obligations set forth in this chapter; or
4. The licensee, or licensee's employees or agents, have engaged in, have permitted or have acquiesced in unlawful drug activity on the business premises. For purposes of this section, the term "permitted" shall mean, in addition to its ordinary meaning, that licensee has actual or constructive knowledge of the circumstances which would foreseeably lead to the unlawful drug activity. "Unlawful drug activity" means, manufacturing, delivering, selling, storing, or giving away any controlled substance, as defined in the Washington Uniform Controlled Substances Act (RCW CH. 69.50) or the Federal Controlled Substances Act (21 U.S.C. § 801 et. seq.), in violation of state, federal or local law.
5. The licensee's continued conduct of the business for which the license was issued will result in a substantial threat to the public health, safety or welfare by reason of any of the following:
  - a. The licensee, his employees or agents acting within the scope of their employment have been convicted of a crime which bears a direct relationship to the conduct of the business for which the license has been issued;
  - b. The licensee, or his agents or employees while acting within the scope of their employment, have, in the conduct of the business for which the license has been issued, violated a law or ordinance relating to the public health, welfare or safety after receiving warning from the city;
  - c. The conduct of the business for which the license was issued has resulted in the creation of a public nuisance, as defined by the Black Diamond Municipal Code or by state law;
  - d. Is in violation of a zoning regulation of the city; or
  - e. Is indebted or obligated to the city for past due fees or taxes, excluding special assessments such as LID assessments.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED** BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY OF BLACK DIAMOND

\_\_\_\_\_  
Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

Approved as to form:

\_\_\_\_\_  
Chris D. Bacha,  
Kenyon Disend PLLC  
City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Ordinance No.  
Date of Publication:  
Effective Date:

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

| ITEM INFORMATION  |                                    |          |
|---|------------------------------------|----------|
| <b>SUBJECT: Resolution No. 13-868, establishing Council support for the Reconstruction of the power generation facility at the City's Spring Site</b>   | <b>Agenda Date:</b> April 18, 2013 | AB13-031 |
|   | Department/Committee/Individual    |          |
|   | Mayor Rebecca Olness               |          |
|   | City Administrator –Mark Hoppen    |          |
|   | City Attorney –Chris Bacha         |          |
|   | City Clerk – Brenda L. Martinez    |          |
|   | Finance – May Miller               |          |
|   | Public Works – Seth Boettcher      |          |
|   | Economic Devel. – Andy Williamson  | X        |
|   | Police – Jamey Kiblinger           |          |
| Cost Impact: Potential for a low interest loan  | Court – Stephanie Metcalf          |          |
| Fund Source: Water Department   | Comm. Dev. – Steve Pilcher         |          |
| Timeline: Urgent  |                                    |          |
| <b>Attachments: Resolution No. 13-868 , Loan information sheet, Draft CIP sheet</b>   |                                    |          |
| <p>STATEMENT:</p> <p>Staff has been searching for grant and loan opportunities with various agencies. A staff person at the Washington State Commerce Department knew that the City was looking for an energy grant and called the City when some funds were turned back from another jurisdiction. The funds need to be contracted out in the near future or the funding will be lost. The state is looking for the first jurisdiction with a worthy project that will commit to move forward.</p> <p>The project involves the control of the overflow water from the springs, securing a larger penstock to a point of power generation, installing a new turbine, installing a generator, and a new discharge tailrace.</p> <p>The Council action of support by approving the Resolution will give the public works board some added confidence that the project has been considered by the local Council.</p> |                                    |          |
| <p>COMMITTEE REVIEW AND RECOMMENDATION: The Public Works Committee reviewed the project and recommends pursuing the low interest loan opportunity.</p>  |                                    |          |
| <p>RECOMMENDED ACTION: <b>MOTION to adopt Resolution No. 13-868, supporting the repair and reconstruction of power generation capabilities of the spring's water supply.</b></p>  |                                    |          |
| RECORD OF COUNCIL ACTION  |                                    |          |
| Meeting Date  | Action                             | Vote     |
| April 18, 2013  |                                    |          |
|   |                                    |          |
|   |                                    |          |

## RESOLUTION NO. 13-868

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON SUPPORTING THE REPAIR AND RECONSTRUCTION OF POWER GENERATION CAPABILITIES OF THE SPRINGS WATER SUPPLY

**WHEREAS**, The City of Black Diamond has a power generation water right and a power generating facility that is no longer operational, and

**WHEREAS**, The Black Diamond City Council desires to Reconstruct the power generation capability of the springs water supply for the City, and

**WHEREAS**, replacement of the power generation facility at the springs is an obligation of Yarrow Bay and Palmer Coking Coal by the Water Supply and Facility Funding Agreement (WSFFA), and

**WHEREAS**, The City of Black Diamond City Council has concerns for the local, regional and global environment, and

**WHEREAS**, The Black Diamond City Council would like to take meaningful steps to help stabilize local utility rates, and

**WHEREAS**, The Black Diamond City Council supports green energy and steps to reduce the City's carbon footprint, and

**WHEREAS**, The Washington State Department of Commerce has low interest loan funding left over that must be obligated in the very near future and,

**WHEREAS**, The Water Facility Funding Agreement (WSFFA) anticipates the City taking advantage of low interest loans when available, and

**WHEREAS**, The WSFFA Partners could provide for the repayment of the loan for the portions of the project that are applicable to their obligations under the WSFFA;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The City Council supports the staff in taking any and all actions to expedite and move the Repair of the Power Generation Facility at the City's springs forward including filling out loan applications with Washington State for the Energy/Water Efficiency Loan Program, negotiating design contracts, meeting with Puget Sound Energy, meeting with WSFFA Partners and whatever other steps and action will move this project toward construction and completion.

**Section 2.** The City Council anticipates approving loan contracts, design contracts, and other actions that implement the reconstruction of the power generation facility at the City's spring site.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS \_\_\_\_ DAY OF \_\_\_\_ \_\_\_\_\_, 2013.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

**Public Works Board  
Energy/Water Efficiency Loan Program  
Eligibility, Loan Terms, Conditions**

***FINAL CRITERIA***

The 2012 Legislature appropriated \$5 million to finance Energy/Water Efficiency projects (Chapter 2, Laws of 2012, Section 1018). The new Energy Efficiency Loan Program is administered by the Public Works Board (PWB).

The following eligibility and selection criteria are under development.

**Eligible Jurisdictions**

- Local Governments
- Special Purpose Districts
- Ports
- Flooding/Diking Districts
- Public Utility Districts
- Counties
- Cities
- Towns

**Eligible Projects** (Existing facilities only)

- Water (domestic)
- Sewer
- Solid Waste
- Stormwater
- Roads w/ lighting
- Courthouses
- Transit Facilities – i.e. shops that maintain buses
- Swimming Pools
- Community Centers
- Airports
- Town Halls
- Criminal Justice Facilities
- Park Lighting
- Public Building Rehabilitation/Retro-fits

**Who & What is NOT Eligible?**

- Indian Tribes
- State Agencies

- School Districts
- Private Water Systems
- Private Enterprises
- Moveable Stock (cars, generators, etc.)
- New Buildings

### Application

- Apply on line with new Public Works Board “portal system”
- A completed “Final” standardized Investment Grade Audit will be required during the Public Works Board (PWB) review process for projects above \$250,000. For projects \$250,000 or less, a completed and signed document, from a *system appropriate licensed engineer*, with estimated energy savings is required (not more than 3 years old with revised costs for capital upgrades). The document will need to be provided during the PWB project review.
- This will be a competitive application process with an open and close date. The Public Works Board reserves the right to use a predetermined set of balancing factors per RCW 43.155.70 to select projects based on the equitable distribution of funds that meet state priorities. At a minimum, project selection will be based on the following criteria:
  - a. Percentage of energy (BTUs) and/or water saved (gallons or cubic ft.) by the project
  - b. Type of system or project
  - c. Percentage of the community served
  - d. Readiness to proceed\*
  - e. Geographic location
  - f. Bundling projects for deeper energy savings
  - g. Innovative ideas
  - h. Availability of funds relative to project scope
- Investment grade audits are a reimbursable expense retroactive to April 23, 2012 (date legislation was signed) for those projects that are selected for funding
- No match is required
- The application process requires the entity completing the investment grade audit or the estimated energy savings (project less than \$250,000) to consult with the local power provider (PSE, BPA, PUDs, Avista, etc.) to maximize energy incentives
- Loan requests must document all the funders contributing to the project

\*Readiness to Proceed is the ability to start a project within a “short” time frame i.e. engineering and design is complete or can begin immediately, project has been vetted by authorizing body prior to submittal. The intent is to start and complete construction to allow state money to be reinvested for future projects.

### Loan Terms

- \$1,000,000 maximum loan amount

- Term of loan is up to 20 years and will be negotiated at the time of contract
- The construction window to complete the project will be three (3) years from time of contract execution
- Interest rate and terms will be negotiated at the time of contract and follow one of the rate & term structures below:

| <u>RATE</u> | <u>TERM</u>     |
|-------------|-----------------|
| 0.5%        | 5 YEARS OR LESS |
| 1%          | 5 – 10 YEARS    |
| 1.5%        | 11 – 20 YEARS   |

- Payment of interest and principal will start one (1) year after completion of the project e.g. construction takes 3 years, 1 year deferred, 16 years to pay off a 20 year loan:

| <b>20 year loan term actual timeframe- example</b> |               |                        |
|--|---------------|------------------------|
| <u>10/2012</u>                                     | <u>2013</u>   | <u>6/1/2014</u>        |
| Project completes                                  | Deferral year | First loan payment due |

- Interest will accrue during construction on money drawn  
*[Loan payments (principal + interest) will be spread across 16 years]*
- Consultation with power provider is required and must be documented
- Loan term cannot exceed the life of the project
- Annual loan repayments

### **Assumptions**

- Primary purpose of the energy and efficiency loan is to save energy and/or water. The energy or water savings is not meant to be a bi-product of a larger infrastructure project.
- A final standardized energy audit (per Department of Enterprise Services Energy Savings Performance Contracting Guidelines) will be required during the PWB review process for those projects requesting a loan over \$250,000. For projects requesting \$250,000 or less, a completed and signed document, from a system appropriate licensed engineer, with estimated energy savings is required
- Readiness to proceed is a priority
- Loan request will go through new “portal system” i.e. financial & managerial review
- Loan only
- Project selection will begin in October 2012
- On-going revolving loan
- Legislative approval of the final selected projects is not required

### **Program Outcome Measures**

- Estimated savings that are submitted with their energy audits during the application process
  - I. Water will be measured by gallons or cubic feet saved
  - II. Energy will be measured by the percentage of native units saved (this will help with mixed projects i.e. gas/electricity) and converted to BTU's
- Actual energy/water savings once construction is complete and the entity has the ability to measure from their metered systems
- Making energy efficiency affordable and convenient (loan will allow recipients to cover the debt through energy savings rather than raising operational costs/rates).
- Documenting and reporting back to the legislature

## PROJECT TITLE

## Reconstruct Power Generation Capacity

## DESCRIPTION

Replace the turbine, gear box and pump with a new turbine, electrical generator and connections to the power grid. The penstock and spring overflow pipes needs to be replaced and upsized. The tail race discharge needs to be replaced.

## BACKGROUND

This project will provide a source of green energy, prevent south bank erosion, reduce the risk of landslides into the Green River, reduce turbidity in the Green River and protect the stability of the springs collection sites.

## COMMENTS

Once the City has power generation functioning at the spring site again, the project will reduce the water systems power costs by approximately \$15,000 per year.

|                              | Budgeted & Funded 2011 | Capital Plan 2014 - 2019 | #REF!          |                |               |               |               |               |
|------------------------------|------------------------|--------------------------|----------------|----------------|---------------|---------------|---------------|---------------|
|                              |                        |                          | 2014           | 2015           | 2016          | 2017          | 2018          | 2019          |
| <b>CAPITAL PROJECT COSTS</b> |                        |                          |                |                |               |               |               |               |
| Land/Right of Way            |                        | 0                        |                |                |               |               |               |               |
| Building Improvements        |                        | 0                        |                |                |               |               |               |               |
| Construction Engineering     |                        | 0                        |                |                |               |               |               |               |
| Preliminary Engineering      |                        | 0                        |                |                |               |               |               |               |
| Design Engineering           |                        | 0                        |                |                |               |               |               |               |
| Permitting & Grants          |                        | 40,000                   | 40,000         |                |               |               |               |               |
| Engineering                  |                        | 100,000                  | 100,000        |                |               |               |               |               |
| Project Management           |                        | 40,000                   |                | 40,000         |               |               |               |               |
| Construction Costs           |                        | 500,000                  |                | 500,000        |               |               |               |               |
| Capital Outlay               |                        | -                        |                |                |               |               |               |               |
| Other (Specify)              |                        | -                        |                |                |               |               |               |               |
| <b>TOTAL COSTS</b>           | <b>-</b>               | <b>680,000</b>           | <b>140,000</b> | <b>540,000</b> | <b>-</b>      | <b>-</b>      | <b>-</b>      | <b>-</b>      |
| <b>REQUESTED FUNDING</b>     |                        |                          |                |                |               |               |               |               |
|                              | Budgeted & Funded 2011 | Capital Plan 2014 - 2019 | 2014           | 2015           | 2016          | 2017          | 2018          | 2019          |
| WSFFA (loan payments)        |                        |                          |                | 34,000         | 34,000        | 34,000        | 34,000        | 34,000        |
| Low interest energy loan     |                        | 680,000                  | 140,000        | 540,000        |               |               |               |               |
| <b>TOTAL SOURCES</b>         | <b>-</b>               | <b>680,000</b>           | <b>140,000</b> | <b>574,000</b> | <b>34,000</b> | <b>34,000</b> | <b>34,000</b> | <b>34,000</b> |

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

| ITEM INFORMATION   |                                    |             |
|--|------------------------------------|-------------|
| <b>SUBJECT:</b><br><b>Resolution No. 13-869,</b><br><b>Authorizing the Public Works</b><br><b>Department to purchase a new utility</b><br><b>truck off the state bid.</b>  | <b>Agenda Date: April 18, 2013</b> |             |
|  | <b>AB13-032</b>                    |             |
|  | Department/Committee/Individual    |             |
|  | Mayor Rebecca Olness               |             |
|  | City Administrator –Mark Hoppen    |             |
|  | City Attorney –Chris Bacha         |             |
|  | City Clerk – Brenda L. Martinez    |             |
|  | Finance – May Miller               |             |
|  | Public Works – Seth Boettcher      |             |
|  | Economic Devel. – Andy Williamson  | <b>X</b>    |
| Cost Impact: \$23,999.84   | Police – Jamey Kiblinger           |             |
| Fund Source: PW Equip Fund; \$33,000   | Court – Stephanie Metcalf          |             |
| Timeline: before the state contract runs out   | Comm. Dev. – Steve Pilcher         |             |
| <b>Attachments: Resolution No. 13-869, Truck quote</b>   |                                    |             |
| <p><b>SUMMARY STATEMENT:</b><br/>           The City planned and budgeted to purchase a new ¾ ton utility truck in 2013. Staff received a quote for the size of truck with the needed amenities within the budgeted amount.</p> <p>The old truck has had reliability problems recently and some high maintenance expenses.</p> <p>The old truck will be used at a lighter level by the part time summer worker or surplus.</p> |                                    |             |
| COMMITTEE REVIEW AND RECOMMENDATION:   |                                    |             |
| <p><b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-869, authorizing the Public Works Department to purchase a new utility truck off the state bid.</b></p>  |                                    |             |
| RECORD OF COUNCIL ACTION   |                                    |             |
| <i>Meeting Date</i>  | <i>Action</i>                      | <i>Vote</i> |
| April 18, 2013   |                                    |             |
|  |                                    |             |
|  |                                    |             |

RESOLUTION NO. 13-869

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO  
PURCHASE A UTILITY TRUCK OFF THE STATE BID

WHEREAS, the City has budgeted \$33,000 for a utility truck; and

WHEREAS, City staff has located a utility truck using the state bid;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Public Works Department is hereby authorized to purchase a  $\frac{3}{4}$  ton utility truck off the state bid in the amount of \$23,999.84.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18<sup>TH</sup> DAY OF APRIL,  
2013.

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

# Vehicle Ordering System



## Select Colors and Options

### Chevrolet Silverado 2500

HD 3/4 Ton, Regular Cab Pickup, (4WD) "Choices Award"

Instructions: Please complete all sections of the online requisition form. After completing the form, you will have the opportunity to review and edit the vehicle request.

If you wish to see what your vehicle will cost without submitting a requisition, complete the equipment section only and use the "Print Form" button.

#### Contract & Dealer Information

| Contract#: 06912 <a href="#">View Contract</a>   |   |             |
|--|---|-------------|
| Dealer: BUD CLARY AUTO DEALERSHIPS (W262 )   |   |             |
| 1030 Commerce Ave.   |   |             |
| Longview WA 98632  |   |             |
| Delivery: 60-120 days ARO  |   |             |
| Payment Terms: \$200 Per Vehicle Discount For Payment Within 20 Days of Delivery, Net 30 |   |             |
| Sales Tax: 8.2%  |   |             |
| Order Code   | Vehicle Description   | Base Price  |
| 2313-125-001   | Truck, HD 3/4 Ton, Regular Cab Pickup, (4WD), 2013 Chevrolet Silverado 2500 XL (CC20953) with all contract required equipment and the following options: View Contract Required Equipment | \$22,979.00 |

#### Exterior Colors

Enter the vehicle quantity for each color. Quantities entered will be used to calculate the total cost.  
Note: Each vehicle on this order will have the same equipment options.

|  |                                  |
|--|----------------------------------|
| <input type="text" value="1"/> Summit White                    | <input type="text"/> Black       |
| <input type="text"/> Victory Red                               | <input type="text"/> Gray Stone  |
| <input type="text"/> Deep Ruby                                 | <input type="text"/> Blue Topaz  |
| <input type="text"/> Silver Ice                                | <input type="text"/> Mocha Steel |
| <input type="text"/> Wheatland Yellow (add additional 45 days) |                                  |

**Vehicle Options**

Click the box next to the desired vehicle options. Quantity will be automatically selected based on the total quantity of color selection(s). In turn, costs will be automatically tallied at the bottom of the option list, including sales tax.

| Order Code                                       | Option Description   | Unit Price |
|--|--|------------|
| <input type="checkbox"/> 2313-125-010            | Credit for pickup from selling Dealer instead of vehicle being driven to customer (Order for Eastern WA) (DLR) (Deduct)  | (\$100.00) |
| <input type="checkbox"/> 2313-125-011            | Credit for pickup from selling Dealer instead of vehicle being driven to customer (Orders for Western WA) (DLR) (Deduct) | (\$100.00) |
| <input type="checkbox"/> 2313-125-012            | Airbags, side impact (ASF) (not available with 2313-125-024 Dual Rear Wheels)  | \$348.00   |
| <input type="checkbox"/> 2313-125-013            | Alternative engine, 6.6L, 8 cylinder, Diesel, B20 Certified BioDiesel (LML)  | \$7,900.00 |
| <input type="checkbox"/> 2313-125-014            | Alternative Seating, Low back bucket seat/vinyl (9S1)  | \$0.00     |
| <input type="checkbox"/> 2313-125-015            | Battery, HD 730 CCA (included with 2313-125-013, Diesel) (6C5)   | \$51.00    |
| <input type="checkbox"/> 2313-125-016            | Bed Mat (DLR)  | \$145.00   |
| <input type="checkbox"/> 2313-125-017            | Bedliner, Spray on (Line-X) (DLR)  | \$395.00   |
| <input type="checkbox"/> 2313-125-018            | Cab Steps (DLR)  | \$295.00   |
| <input checked="" type="checkbox"/> 2313-125-019 | Differential, Limited Slip (3.74 or 4.10) (G80)  | \$348.00   |
| <input checked="" type="checkbox"/> 2313-125-020 | Regular Cab & Chassis, Pickup Box Delete (pickup box, trailer hitch and harness) (ZW9) (Deduct)                          | (\$650.00) |
| <input type="checkbox"/> 2313-125-021            | Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/Mounting Bracket, Delivered w/ Vehicle, Uninstalled (DLR)               | \$38.00    |
| <input type="checkbox"/> 2313-125-022            | Flare Kit, 3 piece triangle w/storage box for roadside emergency use. Delivered w/vehicle, uninstalled (DLR)             | \$38.00    |
| <input type="checkbox"/> 2313-125-023            | GVWR, Increased, 11,000# (tires LT265/70R18E, 4400 FAWR, 7050 RAWR, Full floating rear axle) (CK30953)                   | \$1,400.00 |
| <input type="checkbox"/> 2313-125-024            | GVWR, Maximum, 13,400# (1 Ton Dual Rear Wheels) 9,825# GVWR, tires LT235/80R18E) (CK309743/R05)                          | \$2,100.00 |
| <input type="checkbox"/> 2313-125-025            | Heater, Engine Block (included with 2313-125-013 Diesel) (K05)   | \$80.00    |
| <input type="checkbox"/> 2313-125-026            | Keys, Set of 2 Instead of 4 (541) (Deduct)   | (\$30.00)  |
| <input type="checkbox"/> 2313-125-027            | Manufacturer to Dealer Order Acknowledgement Document Faxed to Customer Delivery Address (DLR)                           | \$0.00     |
| <input checked="" type="checkbox"/> 2313-125-028 | Mirrors, Alternative Black (power heated camper style) (6P3)   | \$215.00   |
| <input type="checkbox"/> 2313-125-029            | Mud Flaps, Rear (DLR)  | \$145.00   |
| <input checked="" type="checkbox"/> 2313-125-030 | Power Group Delete (Deletes power windows, door locks (5B5) (deduct)   | (\$762.00) |
| <input type="checkbox"/> 2313-125-031            | Rear Storage Ben (gull wiring) (DLR)   | \$450.00   |
| <input type="checkbox"/> 2313-125-032            | Rear Axle Ratio 4.10:1 (not available with 2313-125-013, Diesel) (GT5)   | \$88.00    |
| <input type="checkbox"/> 2313-125-033            | Seat Trim, Cloth instead of Vinyl (88V)  | \$0.00     |

|   |            |
|---|------------|
| <input checked="" type="checkbox"/> 2313-125-034 Spotlight, 6 inch, Clear Lens, Door Mounted, Left (DLR)          | \$425.00   |
| <input type="checkbox"/> 2313-125-035 Snow plow package installed (includes 7 ½ foot, power angle snowdog) (EX75) | \$5,900.00 |
| <input type="checkbox"/> 2313-125-036 Tires, All Season tread (set 5) (LT245/75R17E)                              | (\$170.00) |
| <input checked="" type="checkbox"/> 2313-125-037 Tow package delete (receiver hitch and harness) (deduct) ( Z82)  | (\$400.00) |
| <input type="checkbox"/> 2313-125-038 Transfer case, electric shift on the fly (NGF)                              | \$176.00   |
| <input checked="" type="checkbox"/> 2313-125-039 Upfitter Switches (single switch for roof mounted beacon) (TRW)  | \$26.00    |
| <input type="checkbox"/> 2313-125-040 Undercoating (DLR)  | \$195.00   |
| <input type="checkbox"/> 2313-125-041 Warranty, Delayed Start (DLR)   | \$0.00     |
| <input type="checkbox"/> 2313-125-042 Winch, 8,000# installed (Warm 8,000 with black bumper guard) (DLR)          | \$2,100.00 |

Vehicle Totals & Cost

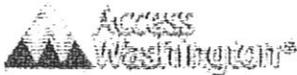
|   |                                 |
|---|---------------------------------|
|   | Total Vehicles: 1               |
|   | Sub Total: <b>\$22,181.00</b>   |
|   | Sales Tax: <b>\$1,818.84</b>    |
|   | Total Total: <b>\$23,999.84</b> |
| <input type="button" value="Clear Form"/> <input type="button" value="Print Form"/> |                                 |

*with service body 8,251.43*

Create Vehicle Order

If you have completed selecting colors and options for you vehicle order, please click the "Create Vehicle Request" Button to complete the vehicle order process.

*Total \$32,251.27*



# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

| ITEM INFORMATION  |                                    |             |
|---|------------------------------------|-------------|
| <b>SUBJECT:</b><br><b>Resolution No. 13-870, authorizing the Public Works Department to purchase and install a new utility box for the new utility truck.</b>   | <b>Agenda Date: April 18, 2013</b> |             |
|   | <b>AB13-033</b>                    |             |
|   | Department/Committee/Individual    |             |
|   | Mayor Rebecca Olness               |             |
|   | City Administrator –Mark Hoppen    |             |
|   | City Attorney –Chris Bacha         |             |
|   | City Clerk – Brenda L. Martinez    |             |
|   | Finance – May Miller               |             |
|   | Public Works – Seth Boettcher      |             |
|   | Economic Devel. – Andy Williamson  | <b>X</b>    |
| Cost Impact: \$8,251.43   | Police – Jamey Kiblinger           |             |
| Fund Source: PW Equipment Fund; \$33,000 budgeted in 2013 for truck and box   | Court – Stephanie Metcalf          |             |
| Timeline: After purchase of the utility truck   | Comm. Dev. – Steve Pilcher         |             |
| <b>Attachments: Resolution No. 13-870, PMI quote</b>  |                                    |             |
| <p><b>SUMMARY STATEMENT:</b></p> <p>The City planned and budgeted to purchase a new ¾ ton utility truck in 2013. Staff found a truck (refer to Resolution 13-xxx regarding ¾ ton truck purchase) but the truck will need a utility box installed. The City received a quote from PMI Truck Bodies, Inc. to install the utility box on the new truck.</p> <p>Once the truck is purchased, it will be delivered to PMI Truck Bodies, Inc. for the installation.</p> |                                    |             |
| <b>COMMITTEE REVIEW AND RECOMMENDATION:</b>   |                                    |             |
| <p><b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-870, authorizing the Public Works Department to purchase and install a new utility box from PMI Truck Bodies, Inc. in the amount of \$8,251.43.</b></p>   |                                    |             |
| RECORD OF COUNCIL ACTION  |                                    |             |
| <i>Meeting Date</i>   | <i>Action</i>                      | <i>Vote</i> |
| April 18, 2013  |                                    |             |
|   |                                    |             |
|   |                                    |             |

RESOLUTION NO. 13-870

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO  
PURCHASE AND INSTALL A UTILITY BOX ON THE NEW  
UTILITY TRUCK

**WHEREAS**, the Public Works Department was authorized to purchase a new utility truck through Resolution No. 13-868; and

**WHEREAS**, the Public Works Department received a quote from PMI Truck Bodies, Inc. for the purchase and installation of the utility box;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Public Works Department is hereby authorized to purchase and install a new utility truck box from PMI Truck Bodies, Inc. in the amount of \$8,251.43.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18<sup>TH</sup> DAY OF APRIL, 2013.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

PMI Truck Bodies, Inc.  
 2219 112th Street E.  
 Tacoma, WA 98445-3731  
 253-539-3339 / 253-539-3335 fax

# QUOTE

|           |              |
|-----------|--------------|
| DATE      | WORK ORDER # |
| 3/20/2013 | 4354         |

|   |
|---|
| NAME / ADDRESS  |
| City of Black Diamond<br>23401 Roberts Drive<br>Black Diamond, WA 98010 |

|          |           |     |                             |
|----------|-----------|-----|-----------------------------|
| P.O. NO. | TERMS     | REP | YR/MAKE/MODEL/CA/CAB        |
| Dan      | 2% Net 30 | JEM | 2013/C2500/56"/Reg/SRW/Gass |

| DESCRIPTION  | QTY | COST     | Total     |
|--|-----|----------|-----------|
| Washington State Contract #06107   |     |          |           |
| Contract Items   |     |          |           |
| Item 1a  |     |          |           |
| SBD-98-96-51-38-VO (56 CA) CHEV/GMC SCELZI SIGNATURE SERVICE BODY PAINTED WHITE FOR DUAL REAR WHEEL DRIVE              | 1   | 6,888.00 | 6,888.00T |
| - 98" LONG X 96" WIDE X 51" CARGO AREA X 38" HIGH  |     |          |           |
| - VERTICAL COMPARTMENT CONFIGURATION WITH OPEN TOPS AND DIAMOND PLATE OVERLAY  |     |          |           |
| - THREE POINT LATCHING SYSTEM ON COMPARTMENT DOORS   |     |          |           |
| - GAS SHOCKS ON OPEN TOP COMPARTMENTS AND VERTICAL DOORS   |     |          |           |
| - 10" STEP BUMPER POWDER COATED GRAY WITH CLASS IV (10000# MAX CAPACITY, 1000# MAX TONGUE WEIGHT) WITH 2" PINTLE/COMBO |     |          |           |
| - SIX-POINT MOUNTING   |     |          |           |
| - THREE YEAR BULKHEAD TO BUMPER WARRANTY   |     |          |           |
| - INSTALLED  |     |          |           |
| Item 5   |     |          |           |
| WHELEN 2022 HPA AMBER STROBE, INSTALLED AND WIRED TO UPFITTER  | 2   | 162.50   | 325.00T   |
| Item 29  |     |          |           |
| DEDUCTION FOR SINGLE REAR WHEEL DRIVE  | 1   | -440.00  | -440.00T  |

|  |                         |
|--|-------------------------|
| REVISIONS AFTER APPROVAL DATE ARE SUBJECT TO ADDITIONAL CHARGES - PRICES SUBJECT TO CHANGE W/O NOTICE. | <b>Subtotal</b>         |
|  | <b>Sales Tax (8.6%)</b> |
|  | <b>Total</b>            |

PRICE QUOTED IS FOR BARE CHASSIS ONLY, UNLESS NOTED.

|              |              |
|--------------|--------------|
| Phone #      | Fax #        |
| 253-539-3339 | 253-539-3335 |

Signature \_\_\_\_\_

PMI Truck Bodies, Inc.  
 2219 112th Street E.  
 Tacoma, WA 98445-3731  
 253-539-3339 / 253-539-3335 fax

# QUOTE

|           |              |
|-----------|--------------|
| DATE      | WORK ORDER # |
| 3/20/2013 | 4354         |

|   |
|---|
| NAME / ADDRESS  |
| City of Black Diamond<br>23401 Roberts Drive<br>Black Diamond, WA 98010 |

|          |           |     |                             |
|----------|-----------|-----|-----------------------------|
| P.O. NO. | TERMS     | REP | YR/MAKE/MODEL/CA/CAB        |
| Dan      | 2% Net 30 | JEM | 2013/C2500/56"/Reg/SRW/Gass |

| DESCRIPTION  | QTY | COST   | Total   |
|--|-----|--------|---------|
| Non-Contract Items   |     |        |         |
| NON-REMOVABLE VISE STAND (NO VISE), INSTALLED                        | 1   | 275.00 | 275.00T |
| SINGLE FRONT CONE HOLDER   | 1   | 175.00 | 175.00T |
| CUSTOM STEEL CAB GUARD BETWEEN FIRST COMPARTMENTS WITH STROBE MOUNTS | 1   | 375.00 | 375.00T |

REVISIONS AFTER APPROVAL DATE ARE SUBJECT TO ADDITIONAL CHARGES - PRICES SUBJECT TO CHANGE W/O NOTICE.

**Subtotal** \$7,598.00

**Sales Tax (8.6%)** \$653.43

**Total** \$8,251.43

PRICE QUOTED IS FOR BARE CHASSIS ONLY, UNLESS NOTED.

|              |              |
|--------------|--------------|
| Phone #      | Fax #        |
| 253-539-3339 | 253-539-3335 |

Signature \_\_\_\_\_

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

## ITEM INFORMATION

|   |                                     |  |                 |
|---|-------------------------------------|--|-----------------|
| <b>SUBJECT:</b><br><b>Resolution No. 13-871, authorizing the Mayor to execute the Solid Waste Interlocal Agreement with King County</b> | <b>Agenda Date: April 18, 2013</b>  |  | <b>AB13-034</b> |
|   | Department/Committee/Individual     |  |                 |
|   | Mayor Rebecca Olness                |  | <b>X</b>        |
|   | City Administrator – Mark Hoppen    |  |                 |
|   | City Attorney –Chris Bacha          |  |                 |
|   | City Clerk – Brenda L. Martinez     |  |                 |
|   | Finance – May Miller                |  |                 |
|   | Natural Resources/Parks – Aaron Nix |  |                 |
|   | Economic Devel. – Andy Williamson   |  |                 |
| Cost Impact: None with approval of ILA  | Police – Jamey Kiblinger            |  |                 |
| Fund Source:  | Court – Stephanie Metcalf           |  |                 |
| Timeline: by April 30, 2013   | Comm. Dev. – Steve Pilcher          |  |                 |

**Attachments: Resolution No. 13-871; Solid Waste Interlocal Agreement Summary; ILA Term Sheet; Redlined and Clean version of Interlocal Agreement; original executed ILA**

### SUMMARY STATEMENT:

King County and the Metropolitan Solid Waste Management Advisory Committee have been working together over the past two years to extend the Solid Waste Intelocal Agreement of 1988, which Black Diamond is a part of. After lengthy negotiations, a team of city and county representatives reached agreement on a new ILA that will foster cooperation in our regional solid waste system. This agreement extends the original ILA by 12.5 years, from June 2028 through December 2040 and will keep rates lower by allowing for longer-term bonding for capital projects.

The new ILA includes several significant enhancements over the original ILA. It deals much more effectively with liability, establishing protocol for payment of environmental liabilities, if and when they arise, including insurance and reserves. The intent to protect both city and county general funds from environmental liabilities to the greatest extend feasible is explicit. Other improvements over the original ILA include:

- Commitment to the continued involvement of the Metropolitan Solid Waste Advisory Committee (MSWAC);
- An expanded role for cities in system planning, including long-term disposal alternatives and in establishing financial policies;
- A dispute resolution process, which includes non-binding mediation; and
- An acknowledgement that solid waste facilities are regional facilities and host cities and neighboring cities may receive mitigation for impacts.

The first step in the decision making process was to fulfill the King County Solid Waste Division’s request in sending this Non-Binding statement from Covington to express interest or not in signing the new ILA. A presentation was made to Council during the Mayor’s report at the January 17<sup>th</sup> meeting identifying option #1 – It is Likely that the City will sign the Amended and Restated Solid Waste Interlocal Agreement as the preferred alternative.

In order to develop, in collaboration with MSWAC, financial policies that will affect the next rate study, the county needs each city to act on the ILA by April 30, 2013. The Mayor

recommends City Council to authorize signing the ILA.

Should the Council choose not to approve the ILA the City of Black Diamond would be identified as a non-extending city. Non-extending cities would be in a different customer class than existing cities and would be charged rates to ensure their portion of transfer station debt is fully repaid by June 2028. As a result, their rates would be \$7 - \$9 per ton higher than for cities extending the ILA.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 13-871, authorizing the Mayor to execute the Amended and Restated Solid Waste Interlocal Agreement with King County.**

**RECORD OF COUNCIL ACTION**

| <i>Meeting Date</i> | <i>Action</i> | <i>Vote</i> |
|---------------------|---------------|-------------|
| April 18, 2013      |               |             |
|                     |               |             |
|                     |               |             |

**RESOLUTION NO. 13-871**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED SOLID WASTE INTERLOCAL AGREEMENT WITH KING COUNTY FOR PROVISION OF COOPERATIVE MANAGEMENT OF SOLID WASTE AND TO EXTEND THE DURATION OF THE AGREEMENT TO DECEMBER 31, 2040**

**WHEREAS**, the Black Diamond City Council by motion at their December 3, 1987 meeting authorized the Mayor to enter into the 1988 Solid Waste Interlocal Agreement with King County for provision of solid waste transfer, disposal, and cooperative solid waste management; and

**WHEREAS**, 37 of 39 cities in King County entered into the 1988 Solid Waste Interlocal Agreement; and

**WHEREAS**, King County Council adopted Ordinance 14971 in July 2004 establishing the Metropolitan Solid Waste Management Advisory Committee (MSWMAC) giving cities an advisory role to the King County Executive, the Solid Waste Interlocal Forum and King County Council in all matters relating to solid waste management; and

**WHEREAS**, MSWMAC and King County worked cooperatively to update the language in the 1988 Solid Waste Interlocal Agreement to be consistent with current conditions and laws, to address issues not addressed or which needed further clarification, and to extend the duration of the agreement for an additional 12.5 years; and

**WHEREAS**, MSWMAC and King County worked cooperatively to develop the *2006 Solid Waste Transfer and Waste Export System Plan* to identify the needs for modification or replacement of the aging 1960 era transfer system facilities; and

**WHEREAS**, extending the duration 12.5 years to December 31, 2040 allows King County to finance transfer system modifications with long-term bonds that will provide lower disposal rates than financing through short-term bonds; and

**WHEREAS**, it is in the public interest for the parties to enter into the Amended and Restated Solid Waste Interlocal Agreement;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to execute the Amended and Restated Solid Waste Interlocal Agreement between the City of Black Diamond and King County amending the original Solid Waste Interlocal Agreement, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF APRIL,  
2013.

CITY OF BLACK DIAMOND:

---

Rebecca Olness, Mayor

Attest:

---

Brenda L. Martinez, City Clerk



King County

Department of Natural Resources and Parks  
Solid Waste Division

December 28, 2012

TO: The Honorable Rebecca Olness, Mayor  
City of Black Diamond

RE: Request for Non-Binding Statement of Interest in signing an Amended and Restated Solid Waste Interlocal Agreement by January 31, 2013

---

We are requesting a non-binding statement from each City as to whether you are interested in signing the *Amended and Restated Solid Waste Interlocal Agreement*. To accomplish this, we are asking that a representative of the City complete the form below, indicating which option best reflects the City's position at this time, and email it to me by close of business January 31, 2013. Again, this is non-binding, but will assist the County in planning.

Please respond by completing the information below:

City of Black Diamond Non-Binding Statement of Interest with Respect to Entering into the Amended and Restated Solid Waste Interlocal Agreement.

- It is **likely** that my City will sign the Amended and Restated Solid Waste Interlocal Agreement.
- It is **not likely** that my City will sign the Amended and Restated Solid Waste Interlocal Agreement.

My Name/Title: Rebecca Olness, Mayor Date: January 25, 2013

If you have any questions about the attached materials, please call or email me at 206-296-4385 or [pat.mclaughlin@kingcounty.gov](mailto:pat.mclaughlin@kingcounty.gov).

cc: Brenda Martinez, Acting City Manager, City of Black Diamond  
Andrew Williamson, Economic Development Director, City of Black Diamond  
Deanna Dawson, Executive Director, Suburban Cities Association  
Diane Carlson, Director of Regional Initiatives, King County Executive Office  
Christie True, Director, Department of Natural Resources & Parks (DNRP)  
Kevin Kiernan, Assistant Division Director, Solid Waste Division (SWD), DNRP  
Diane Yates, Intergovernmental Liaison, SWD, DNRP

**TO:** City Council  
**FROM:** Rebecca Olness  
**DATE:** January 11, 2013  
**SUBJECT: SCA STAFF REPORT: Solid Waste Interlocal Agreement (ILA) Update**

### **Overview**

The County and cities have been working together over the past two years to negotiate an extension of the Solid Waste Interlocal Agreement of 1988, which lasts through June 2028 and has been adopted by every City in King County, except Seattle and Milton. Extension of the agreement will allow for the financing of transfer station system improvements with long-term bonds of at least twenty years, as well as provide the opportunity to update the agreement.

In mid-2012 negotiations stalled over environmental liability. Sound Cities Association (SCA) adopted liability principles, included in Attachment A, which were subsequently agreed to by the King County Executive and which guided the last negotiations. Agreement has been reached between the County and cities on an Amended and Restated Solid Waste Interlocal Agreement (ILA), which was distributed to cities at the end of December for their review and approval by April 30, 2013.

### **Amended and Restated Solid Waste Interlocal Agreement**

The Amended and Restated ILA updates many issues, including the following (ILA Term Sheet included in Attachment B):

- Extension of the term of the ILA;
- Liability;
- Governance;
- Dispute Resolution;
- Cedar Hills Landfill Rent; and
- Host City Mitigation.

Key Improvements over the current ILA include the following:

*Term:* The ILA is extended 12.5 years, from June 2028 to the end of 2040. The ILA recognizes the need for solid waste transfer station improvements, which are being designed to last fifty years. Extension of the ILA will allow for longer-term bonds to finance these improvements, keeping solid waste rates lower. Estimated rate savings on debt from long-term bonds is \$7 to \$9 per ton, with system-wide savings of about \$4 million in the 2013/14 rate period.

*Liability:* Updates liability provisions to protect City and County general funds from environmental liability, per principles adopted by Sound Cities Association:

- Nothing in the agreement creates new environmental liability or releases any third party from environmental liability;

# AMENDED AND RESTATED SOLID WASTE INTERLOCAL AGREEMENT

This Amended and Restated Solid Waste Interlocal Agreement (“Agreement”) is entered into between King County, a political subdivision of the State of Washington and the City of \_\_\_\_\_, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. ~~This agreement~~ Collectively, the County and the City are referred to as the “Parties.” This Agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated below:

King County: ~~Motion~~ Ordinance No. - \_\_\_\_\_

City: - \_\_\_\_\_

## PREAMBLE

A. \_\_\_\_\_ This Agreement is entered into pursuant to ~~Chapter~~ chapter 39.34 RCW for the purpose of extending, restating and amending the Solid Waste Interlocal Agreement between the Parties originally entered into in \_\_\_\_\_ (the “Original Agreement”). The Original Agreement provided for the cooperative management of solid waste ~~Solid Waste~~ in King County. ~~It is the intent for a term of the parties to work forty (40) years, through June 30, 2028. The Original Agreement is superseded by this Amended and Restated Agreement, as of the effective date of this Agreement. This Amended and Restated Agreement is effective for an additional twelve (12) years through December 31, 2040.~~

B. The Parties intend to continue to cooperatively in establishing a solid waste management plan manage Solid Waste and to work collaboratively to maintain and periodically update the existing King County Comprehensive Solid Waste Management Plan (Comprehensive Plan) adopted pursuant to Chapterchapter 70.95 RCW and with emphasis on.

The Parties continue to support the established priorities for solid waste management of waste reduction, waste recycling, energy recovery or incineration, and landfilling. The parties particularly support waste reduction and recycling and shall cooperate to achieve the goals established by the comprehensive solid waste management plan.

C. ——— The parties acknowledge their intent of Waste Prevention and Recycling as incorporated in the Comprehensive Solid Waste Management Plan, and to meet or surpass applicable environmental standards with regard to the solid waste system. Solid Waste System.

D. The partiesCounty and the Cities agree that equivalentSystem-related costs, including environmental liabilities, should be funded by System revenues which include but are not limited to insurance proceeds, grants and rates;

E. The County, as the service provider, is in the best position to steward funds System revenues that the County and the Cities intend to be available to pay for environmental liabilities; and

F. The County and the Cities recognize that at the time this Agreement goes into effect, it is impossible to know what the ultimate environmental liabilities could be; nevertheless, the County and the Cities wish to designate in this Agreement a protocol for the designation

and distribution of funding for potential future environmental liabilities in order to protect the general funds of the County and the Cities.

G. The County began renting the Cedar Hills Landfill from the State of Washington in 1960 and began using it for Disposal of Solid Waste in 1964. The County acquired ownership of the Cedar Hills Landfill from the State in 1992. The Cedar Hills Landfill remains an asset owned by the County.

H. The Parties expect that the Cedar Hills Landfill will be at capacity and closed at some date during the term of this Agreement, after which time all Solid Waste under this Agreement will need to be disposed of through alternate means, as determined by the Cities and the County through amendments to the Comprehensive Solid Waste Management Plan. The County currently estimates the useful life of the Cedar Hills Landfill will extend through 2025. It is possible that this useful life could be extended, or shortened, by System management decisions or factors beyond the control of the Parties.

I. The County intends to charge rent for the use of the Cedar Hills Landfill for so long as the System uses this general fund asset and the Parties seek to clarify terms relative to the calculation of the associated rent.

J. The County and Cities participating in the System have worked collaboratively for several years to develop a plan for the replacement or upgrading of a series of transfer stations. The Parties acknowledge that these transfer station improvements, as they may be modified from time-to-time, will benefit Cities that are part of the System and the County. The Parties have determined that the extension of the term of the Original Agreement by twelve (12) years as accomplished by this Agreement is appropriate in

order to facilitate the long-term financing of transfer station improvements and to mitigate rate impacts of such financing.

A.K. The Parties have further determined that in order to equitably allocate the benefit to all System Users from the transfer station improvements, different customer classes should receive equivalent basic services may be established by the County to ensure System Users do not pay a disproportionate share of the cost of these improvements as a result of a decision by a city not to extend the term of the Original Agreement.

L. The Parties have further determined it is appropriate to strengthen and formalize the advisory role of the Cities regarding System operations.

The Parties agree as follows:

## I. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

"Basic Services" "Cedar Hills Landfill" means services provided the landfill owned and operated by the County located in southeast King County Department of Natural Resources,

"Cities" refers to all Cities that have signed an Amended and Restated Solid Waste Division, including the management and handling of solid waste. Interlocal Agreement in substantially identical form to this Agreement.

"Comprehensive Solid Waste Management Plan" or "Comprehensive Plan" means the ~~comprehensive plan~~Comprehensive Solid Waste Management Plan, as approved and amended from time to time, for ~~solid waste management~~the System, as required by ~~RCW~~chapter 70.95.080 RCW.

~~"Designated Interlocal Forum" means a group formed pursuant to the Forum Interlocal Agreement comprised of representatives of unincorporated King County designated by the King County Council, representatives of the City of Seattle designated by the City of Seattle, and representatives of other incorporated cities and towns within King County that are signators to the Forum Interlocal Agreement.~~

       "County" means King County, a Charter County and political subdivision of the State of Washington.

       "Disposal" means the final treatment, utilization, processing, deposition, or incineration of ~~solid waste~~Solid Waste but shall not include ~~waste reduction~~Waste Prevention or ~~waste recycling~~Recycling as defined herein.

~~"Diversion"~~ "Disposal Rates" means the ~~directing or permitting~~fee charged by the County to System Users to cover all costs of the System consistent with this Agreement, all state, federal and local laws governing solid waste and the Solid Waste Comprehensive Plan.

       "Divert" means to ~~direct or permit~~ the directing of ~~solid waste~~Solid Waste to ~~disposal~~Disposal sites other than the ~~disposal~~Disposal site(s) designated by King County.

\_\_\_\_\_ "Energy/Resource Recovery" means "the recovery of energy in a usable form from mass burning or refuse-derived fuel ~~incinerator~~ incineration, pyrolysis or any other means of using the heat of combustion of ~~solid waste~~ Solid Waste that involves high temperature (above 1,200 degrees F) processing."  
(~~WAC~~chapter 173-304.350.100 WAC).

\_\_\_\_\_ "Landfill" means "a ~~disposal~~ Disposal facility or part of a facility at which ~~waste~~ Solid Waste is placed in or on land and which is not a land treatment facility." (~~RCW 70.95.030~~).

\_\_\_\_\_ "Metropolitan Solid Waste Advisory Committee" or "MSWAC" means the advisory committee composed of city representatives, established pursuant to Section IX of this Agreement.

\_\_\_\_\_ "Moderate Risk Waste" means "(a) ~~any~~ waste that is limited to conditionally exempt small quantity generator waste ~~that exhibits any of the characteristics of and household~~ hazardous waste ~~but is exempt from regulation under this as those terms are defined in~~ chapter ~~solely because~~ 173-350 WAC, as amended.

\_\_\_\_\_ "Original Agreement" means the Solid Waste Interlocal Agreement first entered into by and between the Parties, which is amended and restated by this Agreement. "Original Agreements" means collectively all such agreements between Cities and the County in substantially the same form as the Original Agreement.

“Parties” means collectively the County and the City or Cities.

“Recycling” as defined in chapter 70.95.030 RCW, as amended, means transforming or remanufacturing waste is generated in quantities below the threshold materials into usable or marketable materials for regulation and (b) any household wastes which are generated from the disposal use other than landfill Disposal or incineration.

“Regional Policy Committee” means the Regional Policy Committee created pursuant to approval of substances identified by the department as hazardous household substances.” (RCW 70.105.010)the County voters in 1993, the composition and responsibilities of which are prescribed in King County Charter Section 270 and chapter 1.24 King County Code, as they now exist or hereafter may be amended.

“Solid Waste” means all putrescible and nonputrescible solid and semisolid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill, commercial waste, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and contaminated soils and contaminated dredged materials, discarded commodities and recyclable materials, but shall not include dangerous, hazardous, or extremely hazardous waste; as those terms are defined in chapter 173-303 WAC, as amended; and shall further not include those wastes excluded from the regulations established in chapter 173-350 WAC, more specifically identified in Section 173-350-020 WAC.

~~"System" means "Solid Waste Advisory Committee" or "SWAC" means the inter-disciplinary advisory forum or its successor created by the King County's system of solid waste County Code pursuant to chapter 70.95.165 RCW.~~

~~"System" includes King County's Solid Waste facilities used to manage Solid Wastes which includes but is not limited to transfer stations, rural and regional drop boxes, landfills, recycling systems and facilities, energy and resource recovery facilities and processing facilities as authorized by RCW chapter 36.58.040, RCW and as established pursuant to the approved King County Comprehensive Solid Waste Management Plan.~~

~~"Waste Recycling" means "reusing waste materials and extracting valuable materials from a waste stream." (RCW 70.95.030)~~

~~"System User" or "System Users" means Cities and any person utilizing the County's System for Solid Waste handling, Recycling or Disposal.~~

~~"Waste Reduction Prevention" means reducing the amount or type of waste generated but Waste Prevention shall not include reduction of already-generated waste through energy recovery or incineration. "Landfill" means "a disposal facility or part of a facility at which waste is placed in or on land and which is not a land treatment facility." (RCW 70.95.030), incineration, or otherwise.~~

## II. PURPOSE

The purpose of this Agreement is to foster transparency and cooperation between the Parties and to establish the respective responsibilities of the partiesParties in a solid-wasteSolid Waste management ~~system which includes~~System, including but ~~is~~ not limited to: planning; waste reduction; recycling; and disposal of mixed municipal solid waste, industrial waste, demolition debris and all other waste defined as solid waste by RCW 70.95.030; Waste Prevention, Recycling, and moderate risk waste as defined in RCW 70.105.010Disposal.

### III. DURATION

This Agreement shall become effective ~~on \_\_\_\_\_~~ as of \_\_\_\_\_, and shall remain in effect through ~~June 30, 2028~~December 31, 2040.

#### IV. APPROVAL

~~— This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within its jurisdiction. This Agreement shall be filed with the City Clerk, and with the Clerk of the King County Council.~~

~~— This Agreement will be approved and filed in accordance with chapter 39.34 RCW.~~

#### V. REVIEW AND RENEGOTIATION TO FURTHER EXTEND TERM OF AGREEMENT

~~— 5.1 Either party may request review and/or renegotiation of any provision of this Agreement other than those specified in Section 5.2 below during the six-month period immediately preceding July 1, 2003, which is the fifteenth anniversary of the effective date of identical agreements executed by a majority of cities in King County with the County and during the six-month period immediately preceding each succeeding fifth anniversary thereafter. Such request must be in writing and must specify the provision(s) of the Agreement for which review/renegotiation is requested. Review and/or renegotiation pursuant to such written request shall be initiated within thirty days of said receipt.~~

~~— 5.2 Review and/or renegotiation shall not include the issues of system rates and charges, waste stream control or diversion unless agreed by both parties.~~

~~— 5.3 In the event the parties are not able to mutually and satisfactorily resolve the issues set forth in said request within six months from the date of receipt of said request, either party may unilaterally request the Forum to review the issues presented and issue a written recommendation within 90 days of receipt of said request by the Forum. Review of said request shall be pursuant to the procedures set forth in the Interlocal Agreement creating the Forum and pursuant to the Forum's bylaws. The written decision of the Forum shall be advisory to the parties.~~

~~— 5.4-5.1 The Parties recognize that System Users benefit from long-term Disposal arrangements, both in terms of predictability of System costs and operations, and the likelihood that more cost competitive rates can be achieved with longer-term Disposal contracts as compared to shorter-term contracts. To that end, at least seven (7) years before the date that~~

the County projects that the Cedar Hills Landfill will close, or prior to the end of this Agreement, whichever is sooner, the County will engage with MSWAC and the Solid Waste Advisory Committee, among others, to seek their advice and input on the Disposal alternatives to be used after closure of the Cedar Hills Landfill, associated changes to the System, estimated costs associated with the recommended Disposal alternatives, and amendments to the Comprehensive Solid Waste Management Plan necessary to support these changes. Concurrently, the Parties will meet to negotiate an extension of the term of the Agreement for the purpose of facilitating the long-term Disposal of Solid Waste after closure of the Cedar Hills Landfill. Nothing in this Agreement shall require the Parties to reach agreement on an extension of the term of this Agreement. If the Parties fail to reach agreement on an extension, the Dispute Resolution provisions of Section XIII do not apply, and this Agreement shall remain unchanged.

5.2 Notwithstanding any other provision in this ~~paragraph~~ Agreement to the contrary, the ~~parties~~ Parties may, pursuant to mutual written agreement, modify or amend any provision of this Agreement at any time during the term of said Agreement.

VI. GENERAL OBLIGATION OBLIGATIONS OF PARTIES

6.1—KING COUNTY King County

6.1.a— Management. ~~King~~The County agrees to provide ~~county-wide solid waste~~ Solid Waste management services, as specified in this Section, for ~~waste~~Solid Waste generated and collected within ~~jurisdictions party to this Agreement.~~ the City, except waste eliminated through Waste Prevention or waste recycling activities. The County agrees to dispose of or designate ~~disposal~~Disposal sites for all ~~solid waste including moderate risk waste~~Solid Waste and Moderate Risk Waste generated and/or collected within the corporate limits of the City which is delivered to ~~King County~~the System in accordance with all applicable ~~federal, state~~ Federal, State and local environmental health laws, rules, or regulations, as those laws are described in Subsection 8.5.a. The County shall maintain records as necessary to fulfill obligations under this Agreement.

6.1.b— Planning. ~~King~~The County shall serve as the planning authority ~~within King County~~ for ~~solid waste including moderate risk waste~~Solid Waste and Moderate Risk Waste under this Agreement but shall not be responsible for planning for ~~hazardous or dangerous any other~~ waste or have any other planning responsibility ~~that is specifically designated by State or Federal statute~~under this Agreement.

6.1.c— Operation. King County shall be or shall designate or authorize the operating authority for transfer, processing and ~~disposal~~Disposal facilities, including public landfills, ~~waste reduction or recycling and other~~ facilities, ~~and energy/resource recovery facilities~~consistent with the adopted Comprehensive Plan as well as closure and post-closure responsibilities for landfills which are or were operated by ~~King~~the County.

\_\_\_\_\_ 6.1.d.— Collection Service. ~~KingThe~~ County shall not provide ~~solid waste~~Solid Waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both ~~parties~~Parties.

\_\_\_\_\_ 6.1.e.— Support and Assistance. ~~KingThe~~ County shall provide support and technical assistance to the City ~~if the City seeks to establish consistent with the Comprehensive Solid Waste Management Plan for a waste reduction~~Waste Prevention and ~~reeycling~~Recycling program ~~compatible with the County waste reduction and recycling plan.~~ Such support may include the award of grants to support programs with System benefits. The County shall develop educational materials related to ~~waste reduction~~Waste Prevention and ~~reeycling~~Recycling and strategies for maximizing the usefulness of the educational materials and will make these available to the City for its use.- Although the County will not be required to provide a particular level of support or fund any City activities related to ~~waste reduction~~Waste Prevention and ~~reeycling, King~~Recycling, the County intends to move forward aggressively to ~~establish waste reduction~~promote Waste Prevention and ~~reeycling programs~~Recycling.

\_\_\_\_\_ 6.1.f.— Forecast. -The County shall develop ~~waste~~Solid Waste stream forecasts in connection with System operations as part of the comprehensive planning process ~~and assumes all risks related to facility sizing based upon such forecasts.~~in accordance with Article XI.

\_\_\_\_\_ 6.1.g. ~~Facilities and Services.~~ The County shall provide facilities and services including waste reduction and recycling shall be provided pursuant to the comprehensive solid waste Comprehensive Solid Waste Management Plan and the Solid Waste Transfer and Waste Management plan. ~~All personal as adopted and real property acquired by King County for solid waste management system purposes~~ Solid Waste stream forecasts.

\_\_\_\_\_ 6.1.h Financial Policies. The County will maintain financial policies to guide the System's operations and investments. The policies shall be consistent with this Agreement and shall address debt issuance, rate stabilization, cost containment, reserves, asset ownership and use, and other financial issues. The County shall primarily use long term bonds to finance transfer System improvements. The policies shall be the property of King County developed and/or revised through discussion with MSWAC, the Regional Policy Committee, the County Executive and the County Council. Such policies shall be codified at the same time as the Comprehensive Plan updates, but may be adopted from time to time as appropriate outside the Comprehensive Plan process.

\_\_\_\_\_ 6.2 ~~CITY~~ City

\_\_\_\_\_ 6.2.a. ~~Collection.~~ The City, an entity designated by the City or such other entity as is authorized by state law shall serve as operating authority for solid waste Solid Waste collection services provided within the City's corporate limits.

\_\_\_\_\_ 6.2.b. ~~Disposal.~~ The City shall by ordinance designate cause to be delivered to the County disposal system County's System for the disposal of Disposal all solid waste including moderate risk wastes such Solid Waste and Moderate Risk Waste which is authorized to be delivered to the System in accordance with all applicable Federal, State and local environmental

~~health laws, rules or regulations and is~~ generated and/or collected within the corporate limits of the City and shall authorize the County to designate ~~disposal~~Disposal sites for the ~~disposal~~Disposal of all ~~solid waste including moderate risk wastes~~such Solid Waste and Moderate Risk Waste generated or collected within the corporate limits of the City, except for ~~solid waste~~Solid Waste which is eliminated through ~~waste reduction~~Waste Prevention or waste ~~reeycling~~Recycling activities consistent with the Comprehensive Solid Waste Management Plan. No ~~solid waste~~Solid Waste generated or collected within the City may be ~~diverted~~Diverted from the designated ~~disposal~~Disposal sites without County approval.

### 6.3 JOINT RESPONSIBILITIES.

6.3.a Consistent with the Parties' overall commitment to ongoing communication and coordination, the Parties will endeavor to notify and coordinate with each other on the development of any City or County plan, facility, contract, dispute, or other Solid Waste issue that could have potential significant impacts on the County, the System, or the City or Cities.

6.3.b The Parties, together with other Cities, will coordinate on the development of emergency plans related to Solid Waste, including but not limited to debris management.

## VII. COUNTY SHALL SET DISPOSAL RATES

### AND OPERATING RULES FOR DISPOSAL; USE OF SYSTEM REVENUES

7.1 In establishing ~~or amending disposal rates~~Disposal Rates for ~~system users, the County~~System Users, the County shall consult with MSWAC consistent with Section IX. The County may adopt and amend by ordinance rates necessary to recover all costs of ~~operation~~the

System including ~~the~~ but not limited to operations and maintenance, costs ~~of~~ handling, processing, ~~disposal~~ and Disposal of Solid Waste, siting, design and construction of facility upgrades or new facilities, Recycling, education and mitigation, planning, Waste Prevention, reserve funds, financing, defense and payment of claims, ~~capital improvements, operational improvements, and the~~ insurance, System liabilities including environmental releases, monitoring and closure of landfills which are or were operated by ~~King County. King~~ the County, property acquisition, grants to cities, and administrative functions necessary to support the System and Solid Waste handling services during emergencies as established by local, state and federal agencies or for any other lawful solid waste purpose, and in accordance with chapter 43.09.210 RCW. Revenues from Disposal rates shall be used only for such purposes. The County shall establish classes of ~~service~~ customers for ~~basic solid waste~~ Solid Waste management services and by ordinance shall establish rates for ~~users~~ classes of ~~each class~~ customers.

7.2. It is understood and agreed that System costs include payments to the County general fund for Disposal of Solid Waste at the Cedar Hills Landfill calculated in accordance with this Section 7.2, and that such rental payments shall be established based on use valuations provided to the County by an independent-third party Member, Appraisal Institute (MAI) certified appraiser selected by the County in consultation with MSWAC.

7.2.a A use valuation shall be prepared consistent with MAI accepted principles for the purpose of quantifying the value to the System of the use of Cedar Hills Landfill for Disposal of Solid Waste over a specified period of time (the valuation period). The County shall establish a schedule of annual use charges for the System's use of the Cedar Hills Landfill which shall not exceed the most recent use valuation. Prior to establishing the schedule of annual use charges, the County shall seek review and comment as to both the use valuation and the proposed payment schedule from MSWAC. Upon request, the County will share with and explain to MSWAC the information the appraiser requests for purposes of developing the appraiser's recommendation.

7.2.b Use valuations and the underlying schedule of use charges shall be updated if there are significant changes in Cedar Hills Landfill capacity as a result of opening new Disposal areas and as determined by revisions to the existing Cedar Hills Regional Landfill Site Development Plan; in that event, an updated appraisal will be performed in compliance with MAI accepted principles. Otherwise, a reappraisal will not occur. Assuming a revision in the schedule of use charges occurs based on a revised appraisal, the resulting use charges shall be applied beginning in the subsequent rate period.

7.2.c The County general fund shall not charge use fees or receive other consideration from the System for the System's use of any transfer station property in use as of

the effective date of this Agreement. The County further agrees that the County general fund may not receive payments from the System for use of assets to the extent those assets are acquired with System revenues. As required by chapter 43.09.210 RCW, the System's use of assets acquired with the use of other separate County funds (e.g., the Roads Fund, or other funds) will be subject to use charges; similarly, the System will charge other County funds for use of System property.

## VIII. LIABILITY

8.1- Non-Environmental Liability Arising Out-of-County Operations. Except as provided ~~herein~~ in this Section, Sections 8.5 and 8.6, the County shall indemnify and hold harmless the City 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 during the term of this Agreement and settle such claims, ~~recognizing~~ provided that all fees, costs, and expenses incurred by the County thereby are ~~system~~ System costs which ~~must~~ may be satisfied from ~~disposal rates~~ Disposal Rates as provided in Section VII herein.- In providing such defense of the City, the County shall exercise good faith in such defense or settlement so as to protect the City's interest. For purposes of this ~~section~~ Section "claims arising out of the ~~county's~~ County's operations" shall ~~include~~ mean claims arising out of the ownership, control, or maintenance of the ~~system~~ System, but shall not include claims arising out of the City's operation of motor vehicles in connection with the ~~system~~ System or other activities under the control of the City which may be incidental to the County's operation. The provisions of this Section shall not apply to claims arising out of the sole negligence or intentional acts of the City. The provisions of this Section shall survive for

claims brought within three (3) years past the term of this Agreement established under Section

III.

~~8.2 If the County is not negligent, the City shall hold harmless, indemnify and defend the County for any property damages or personal injury solely caused by the City's negligent failure to comply with the provisions of Section 8.5.a.~~

~~8.3 Cooperation.~~ In the event the County acts to defend the City against a claim under Section 8.1, the City shall cooperate with the County. ~~In the event the City acts to defend the County, the County shall cooperate with the City.~~

~~8.4~~ 8.3 Officers, Agents, and Employees. For purposes of this ~~section~~Section VIII, references to City or County shall be deemed to include the officers, employees and agents of either ~~party~~Party, acting within the scope of their authority. Transporters or generators of waste who are not officers or employees of the City or County are not included as agents of the City or County for purposes of this Section.

~~8.4~~ 8.4 Each Party by mutual negotiation hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

~~8.5~~ 8.5 Unacceptable Waste

~~8.5.a.~~ 8.5.a. All waste generated or collected from within the corporate limits of the City which is delivered to the ~~system~~System for ~~disposal~~Disposal shall be in compliance with the ~~resource conservation~~Resource Conservation and ~~recovery act, as amended~~Recovery Act (42 U.S.C. § 6901 et seq., ~~RCW.~~) (RCRA), chapters 70.95 and 70.105 RCW, King County Code Title 10, King County Board of Health Rules and Regulations No. 8, the Solid Waste Division operating rules, and all other ~~applicable federal, state~~Federal, State and local environmental

health laws, rules or regulations. ~~The that impose restrictions or requirements on the type of waste that may be delivered to the System, as they now exist or are hereafter adopted or amended.~~

8.5.b For purposes of this Agreement, the City shall be deemed to have complied with the requirements of ~~Section~~Subsection 8.5.a- if it has adopted an ordinance requiring ~~solid~~ waste delivered to the ~~system~~System for ~~disposal~~Disposal to meet ~~such~~the laws, rules, or regulations ~~and by written agreement has authorized King County to enforce~~ ~~thespecified~~ in Subsection 8.5.a. However, nothing in this Agreement is intended to relieve the City from any obligation or liability it may have under the laws mentioned in Subsection 8.5.a arising out of the City's actions other than adopting, enforcing, or requiring compliance with said ordinance, such as liability, if any exists, of the City as a transporter or generator for improper transport or Disposal of regulated dangerous waste. Any environmental liability the City may have for releases of pollutants or hazardous or dangerous substances or wastes to the environment is dealt with under Sections 8.6 and 8.7.

8.5.c The City shall hold harmless, indemnify and defend the County for any property damages or personal injury caused solely by the City's failure to adopt an ordinance under Subsection 8.5.b. In the event the City acts to defend the County under this Subsection, the County shall cooperate with the City.

8.5.d The City shall make best efforts to include language in its contracts, franchise agreements, or licenses for the collection of Solid Waste within the City that allow for enforcement by the City against the collection contractor, franchisee or licensee for violations of the laws, rules, or regulations in Subsection 8.5.a. The requirements of this Subsection 8.5.d shall

apply to the City's first collection contract, franchise, or license that becomes effective or is amended after the effective date of this Agreement.

8.5.d.i If waste is delivered to the System in violation of the laws, rules, or regulations in Subsection 8.5.a, before requiring the City to take any action under Subsection 8.5.d.ii, the County will make reasonable efforts to determine the parties' responsible for the violation and will work with those parties to correct the violation, consistent with applicable waste clearance and acceptance rules, permit obligations, and any other legal requirements.

8.5.d.ii If the violation is not corrected under Subsection 8.5.d.i and waste is determined by the County to have been generated or collected from within the corporate limits of the City.

~~8.5.b. The, the~~ County shall provide the City with written notice of ~~anythe~~ violation ~~of this provision.~~ Upon such notice, the City shall take immediate steps to remedy the violation and prevent similar future violations to the reasonable satisfaction of ~~Kingthe~~ County which may include but not be limited to removing the waste and disposing of it in an approved facility ~~;~~ provided that nothing in this Subsection 8.5.d.ii shall obligate the City to handle regulated dangerous waste, as defined in WAC 173-351-200(1)(b)(i), and nothing in this Subsection shall relieve the City of any obligation it may have apart from this Agreement to handle regulated dangerous waste. If, in good faith, the City disagrees with the County regarding the violation, such dispute shall be resolved between the ~~parties~~Parties using the Dispute Resolution process in Section XII or, if immediate action is required to avoid an imminent threat to public health, safety or the environment, in King County Superior Court. -Each ~~party~~Party shall be responsible for its ~~attorney's own attorneys'~~ fees and costs. - Failure of the City to take the steps requested by the County pending Superior Court resolution shall not be deemed a violation of this ~~agreement~~Agreement; provided, however, that this shall not release the City for damages or loss to the County arising out of the failure to take such steps if the Court finds ~~that thea~~ City ~~violated~~violation of the requirements to comply with applicable laws set forth in ~~this section~~Subsection 8.5.a.

~~8.6.~~ Environmental Liability.

~~8.6.a~~ Neither the County nor the City ~~is not held~~holds harmless or ~~indemnified~~indemnifies the other with regard to any liability arising under 42 U.S.C. § 9601-9675 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) or as hereafter amended or pursuant to chapter 70.105D RCW (MTCA) or as hereafter amended and any state legislation imposing liability for System-

related cleanup of contaminated property; from the release of pollutants or hazardous or dangerous substances; and/or damages resulting from property contaminated from the release of pollutants or hazardous or dangerous substances (“Environmental Liabilities”).

#### IX. FORUM

~~By entering into 8.6.b Nothing in this Agreement is intended to create new Environmental Liability nor release any third-party from Environmental Liability. Rather, the intent is to protect the general funds of the Parties to this Agreement by ensuring that, consistent with best business practices, an adequate portion of Disposal Rates being collected from the System Users are set aside and accessible in a fair and equitable manner to pay the respective County and City agree to enter into and execute a City’s Environmental Liabilities.~~

8.6.c The purpose of this Subsection is to establish a protocol for the setting aside, and subsequent distribution of, Disposal Rates intended to pay for Environmental Liabilities of the Parties, if and when such liabilities should arise, in order to safeguard the Parties’ general funds. To do so, the County shall:

8.6.c.i Use Disposal Rates to obtain and maintain, to the extent commercially available under reasonable terms, insurance coverage for System-related Environmental Liability that names the City as an Additional Insured. The County shall establish the adequacy, amount and availability of such insurance in consultation with MSWAC. Any insurance policy in effect on the termination date of this Agreement with a term that extends past the termination date shall be maintained until the end of the policy term.

8.6.c.ii Use Disposal Rates to establish and maintain a reserve fund to

help pay the Parties' Environmental Liabilities not already covered by System rates or insurance maintained under Subsection 8.6.c.i above ("Environmental Reserve Fund"). The County shall establish the adequacy of the Environmental Reserve Fund in consultation with MSWAC and consistent with the financial policies described in Article VI. The County shall retain the Environmental Reserve Fund for a minimum of 30 years following the closure of the Cedar Hills Landfill (the "Retention Period"). During the Retention Period, the Environmental Reserve Fund shall be used solely for the purposes for which it was established under this Agreement. Unless otherwise required by law, at the end of the Retention Period, the County and Cities shall agree as to the disbursement of any amounts remaining in the Environmental Reserve Fund. If unable to agree, the County and City agree to submit disbursement to mediation and if unsuccessful to binding arbitration in a manner similar to Section 39.34.180 RCW to the extent permitted by law.

8.6.c.iii Pursue state or federal grant funds, such as grants from the Local Model Toxics Control Account under chapter 70.105D.070(3) RCW and chapter 173-322 WAC, or other state or federal funds as may be available and appropriate to pay for or remediate such Environmental Liabilities.

8.6.d If the funds available under Subsections 8.6.c.i-iii are not adequate to completely satisfy the Environmental Liabilities of the Parties to this Agreement then to the extent feasible and permitted by law, the County will establish a financial plan including a rate schedule to help pay for the County and City's remaining Environmental Liabilities in consultation with MSWAC.

8.6.e The County and the City shall act reasonably and quickly to utilize funds collected or set aside through the means specified in Subsections 8.6.c.i-iii and 8.6.d to conduct or finance response or clean-up activities in order to limit the County and City's exposure, or in

order to comply with a consent decree, administrative or other legal order. The County shall notify the City within 30 days of any use of the reserve fund established in 8.6.c.iii.

8.6.f In any federal or state regulatory proceeding, and in any action for contribution, money expended by the County from the funds established in Subsections 8.6.c.i-iii and 8.6.d. to pay the costs of remedial investigation, cleanup, response or other action required pursuant to a state or federal laws or regulations shall be considered by the Parties to have been expended on behalf and for the benefit of the County and the Cities.

8.6.g In the event that the funds established as specified in Subsections 8.6.c.i-iii and 8.6.d are insufficient to cover the entirety of the County and Cities' collective Environmental Liabilities, the funds described therein shall be equitably allocated between the County and Cities to satisfy their Environmental Liabilities. Factors to be considered in determining "equitably allocated" may include the size of each Party's System User base and the amount of rates paid by that System User base into the funds, and the amount of the Solid Waste generated by the Parties' respective System Users. Neither the County nor the Cities shall receive a benefit exceeding their Environmental Liabilities.

8.7 The County shall not charge or seek to recover from the City any costs or expenses for which the County indemnified the State of Washington in Exhibit A to the Quitclaim Deed from the State to the County for the Cedar Hills Landfill, dated February 24, 1993, to the extent such costs are not included in System costs.

## IX. CITY ADVISORY COMMITTEE

9.1 There is hereby created an advisory committee comprised of representatives from cities, which shall be known as the Metropolitan Solid Waste Advisory Committee (“MSWAC”). The City may designate a representative and alternate(s) to serve on MSWAC. MSWAC shall elect a chair and vice-chair and shall adopt bylaws to guide its deliberations. The members of MSWAC shall serve at the pleasure of their appointing bodies and shall receive no compensation from the County.

9.2 MSWAC is the forum through which the Parties together with other cities participating in the System intend to discuss and seek to resolve System issues and concerns. MSWAC shall assume the following advisory responsibilities:

9.2.a Advise the King County Council, the King County Executive, Solid Waste Advisory Committee, and other jurisdictions as appropriate, on all policy aspects of Solid Waste management and planning;

9.2.b Consult with and advise the County on technical issues related to Solid Waste management and planning;

9.2.c Assist in the development of alternatives and recommendations for the Comprehensive Solid Waste Management Plan and other plans governing the future of the System, and facilitate a review and/or approval of the Comprehensive Solid Waste Management Plan by each jurisdiction;

9.2.d Assist in the development of proposed interlocal Agreements between King County and cities for planning, Waste Prevention and Recycling, and waste stream control;

9.2.e Review and comment on Disposal Rate proposals and County financial policies;

9.2.f Review and comment on status reports on Waste Prevention, Recycling, energy/resources recovery, and System operations with inter-jurisdictional impact;

9.2.g Promote information exchange and interaction between waste generators, cities, recyclers, and the County with respect to its planned and operated Disposal Systems;

9.2.h Provide coordination opportunities among the Solid Waste Advisory Committee, the Regional Policy Committee, the County, cities, private waste haulers, and recyclers;

9.2.i Assist cities in recognizing municipal Solid Waste responsibilities, including collection and Recycling, and effectively carrying out those responsibilities; and

9.2.j Provide input on such disputes as MSWAC deems appropriate.

9.3 The County shall assume the following responsibilities with respect to MSWAC;

9.3.a The County shall provide staff support to MSWAC;

9.3.b In consultation with the chair of MSWAC, the County shall notify all cities and their designated MSWAC representatives and alternates of the MSWAC meeting times, locations and meeting agendas. Notification by electronic mail or regular mail shall meet the requirements of this Subsection;

9.3.c The County will consider and respond on a timely basis to questions and issues posed by MSWAC regarding the System, and will seek to resolve those issues in collaboration with the Cities. Such issues shall include but are not limited to development of efficient and accountable billing practices; and

9.3.d. The County shall provide all information and supporting documentation and analyses as reasonably requested by MSWAC for MSWAC to perform the duties and functions described in Section 9.2.

## X. FORUM INTERLOCAL AGREEMENT

10.1 As of the effective date of this Agreement, the *Forum Interlocal Agreement*. Such agreement shall provide for the establishment of a representative Forum for consideration and/or determination of issues of policy regarding the term and conditions of this and Addendum to Solid Waste Interlocal Agreement and Forum Interlocal Agreement by and between the City and County continue through June 30, 2028. After 2028 responsibilities assigned to the Forum shall be assigned to the Regional Policy Committee. The Parties agree that Solid Waste System policies and plans shall continue to be deemed regional countywide policies and plans that shall be referred to the Regional Policy Committee for review consistent with King County Charter Section 270.30 and chapter 1.24 King County Code.

## XI. COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

~~1011.1-~~ \_\_\_\_\_ King County is designated to prepare the ~~comprehensive solid waste management plan~~ Comprehensive Solid Waste Management Plan (Comprehensive Plan) and this plan shall include the City's Solid Waste Management Comprehensive Plan pursuant to RCWchapter 70.95.080(3)-) RCW.

~~10~~ 11.2—An initial comprehensive plan, which was prepared under the terms of this Agreement as executed by a majority of cities in the County, was adopted in 1989 and approved by the Department of Ecology in 1991.— The plan Comprehensive Plan shall be reviewed and any necessary revisions proposed ~~at least once every three years following the approval of the Comprehensive Plan by the State Department of Ecology.~~ The County shall consult with MSWAC to determine when revisions are necessary. King County shall provide services and build facilities in accordance with the adopted Comprehensive Plan.

~~10~~ 11.3— The Comprehensive Plans will promote ~~waste reduction~~ Waste Prevention and ~~reeycling~~ Recycling in accordance with Washington State ~~solid waste~~ Solid Waste management priorities pursuant to ~~Chapter~~ chapter 70.95 RCW, at a minimum.

~~10~~ 11.4— The Comprehensive ~~solid waste management plans~~ Plans will be prepared in accordance with ~~Chapter~~ chapter 70.95 RCW and ~~solid waste~~ Solid Waste planning guidelines developed by the Department of Ecology. ~~The plan shall include, but not be limited to:~~

~~10~~ 11.4.a.— Descriptions of and policies regarding management practices and facilities required for handling all waste types;

~~10~~ 11.4.b.— Schedules and responsibilities for implementing policies;

~~10~~ 11.4.c.— Policies concerning waste reduction, ~~reeycling,~~ Recycling, Energy and ~~resource recovery~~ Resource Recovery, collection, transfer, long-haul transport, ~~disposal~~ Disposal, enforcement and administration; and

~~10~~ 11.4.d.— Operational plan for the elements discussed in Item c above.

~~10~~ 11.5— The cost of preparation by King County of the Comprehensive Plan will be considered a cost of the ~~system~~ System and financed out of the rate base.

~~10~~11.6-\_\_\_\_\_ The Comprehensive Plans will be “adopted” within the meaning of this Agreement when the following has occurred:

~~10~~\_\_\_\_\_ 11.6.a-\_\_\_\_\_ The Comprehensive Plan is approved by the King County Council;  
and

~~10~~\_\_\_\_\_ 11.6.b-\_\_\_\_\_ The Comprehensive Plan is approved by Citiescities representing three-quarters of the population of the incorporated population of jurisdictions that are parties to the Forum Interlocal Agreement. -In calculating the three-quarters, the calculations shall consider only those incorporated jurisdictions taking formal action to approve or disapprove the Comprehensive Plan within 120 days of receipt of the Plan.- The 120-day time period shall begin to run from receipt by an incorporated jurisdiction of the Forum's recommendation on the Comprehensive Plan, or, if the Forum is unable to make a recommendation, upon receipt of the Comprehensive Plan from the Forum without recommendation.

~~\_\_\_\_\_10~~\_\_\_\_\_ 11.7-\_\_ Should the Comprehensive Plan be approved by the King County Council, but not receive approval of three-quarters of the Citiescities acting on the Comprehensive Plan, and should King County and the Citiescities be unable to resolve their disagreement, then the Comprehensive Plan shall be referred to the State Department of Ecology and the State Department of Ecology will resolve any disputes regarding Comprehensive Plan adoption and adequacy by approving or disapproving the Comprehensive Plan or any part thereof.

~~10~~11.8-\_\_\_\_\_ King County shall determine which cities are affected by any proposed amendment to the Comprehensive Plan. -If any City disagrees with such determination, then the City can request that the Forum determine whether or not the City is affected. -Such

determination shall be made by a two-thirds majority vote of all representative members of the Forum.

~~11.9-~~ \_\_\_\_ Should King County and the affected jurisdictions be unable to agree on amendments to the Comprehensive Plan, then the proposed amendments shall be referred to the Department of Ecology to resolve any disputes regarding such amendments.

~~11.10.10-~~ \_\_\_\_ Should there be any impasse between the ~~parties~~Parties regarding Comprehensive Plan adoption, adequacy, or consistency or inconsistency or whether any permits or programs adopted or proposed are consistent with the Comprehensive Plan, then the Department of Ecology shall resolve said disputes.

~~XI~~ \_\_\_\_

## XII. MITIGATION

12.1 The County will design, construct and operate Solid Waste facilities in a manner to mitigate their impact on host Cities and neighboring communities pursuant to applicable law and regulations.

12.2 The Parties recognize that Solid Waste facilities are regional facilities. The County further recognizes that host Cities and neighboring communities may sustain impacts which can include but are not limited to local infrastructure, odor, traffic into and out of Solid Waste facilities, noise and litter.

12.3 Collaboration in Environmental Review. In the event the County is the sole or co-Lead Agency, then prior to making a threshold determination under the State Environmental Policy Act (SEPA), the County will provide a copy of the SEPA environmental checklist, if any, and proposed SEPA threshold determination to any identifiable Host City (as defined below) and

adjacent or neighboring city that is signatory to the Agreement and that may be affected by the project ("Neighboring City") and seek their input. For any facility for which the County prepares an Environmental Impact Statement (EIS), the County will meet with any identified potential Host City (as defined below) and any Neighboring City to seek input on the scope of the EIS and appropriate methodologies and assumptions in preparing the analyses supporting the EIS. However, nothing in this Section shall limit or impair the County's ability to timely complete the environmental review process.

12.4 Collaboration in Project Permitting. If a new or reconstructed Solid Waste facility is proposed to be built within the boundaries of the City ("Host City") and the project requires one or more "project permits" as defined in chapter 36.70B.020(4) RCW from the Host City, before submitting its first application for any of the project permits, the County will meet with the Host City and any Neighboring City, to seek input. However, nothing in this Section shall limit or impair the County's ability to timely submit applications for or receive permits, nor waive any permit processing or appeal timelines.

12.5 Separately, the County and the City recognize that in accordance with 36.58.080 RCW, a city is authorized to charge the County to mitigate impacts directly attributable to a County-owned Solid Waste facility. The County acknowledges that such direct costs include wear and tear on infrastructure including roads. To the extent that the City establishes that such charges are reasonably necessary to mitigate such impacts, payments to cover such impacts may only be expended only to mitigate such impacts and are System costs. If the City believes that it is entitled to mitigation under this Agreement, the City may request that the County undertake a technical analysis regarding the extent of impacts authorized for mitigation. Upon receiving such a request, the County, in coordination with the City and any necessary technical consultants, will

develop any analysis that is reasonable and appropriate to identify impacts. The cost for such analysis is a System cost. The City and County will work cooperatively to determine the appropriate mitigation payments and will document any agreement in a Memorandum of Agreement. If the City and the County cannot agree on mitigation payments, the dispute resolution process under chapter 36.58.080 RCW will apply rather than the dispute resolution process under Section XII of the Agreement.

### XIII. DISPUTE RESOLUTION

13.1 Unless otherwise expressly stated, the terms of this Section XIII shall apply to disputes arising under this Agreement.

#### 13.2 Initial Meeting.

13.2.a Either Party shall give notice to the other in writing of a dispute involving this Agreement.

13.2.b Within ten (10) business days of receiving or issuing such notice, the County shall send an email notice to all Cities.

13.2.c Within ten (10) business days of receiving the County's notice under Subsection 13.2.b, a City shall notify the County in writing or email if it wishes to participate in the Dispute Resolution process.

13.2.d Within not less than twenty-one (21) days nor more than thirty (30) days of the date of the initial notice of dispute issued under Subsection 13.2.a, the County shall schedule a time for staff from the County and any City requesting to participate in the dispute resolution process ("Participating City") to meet (the "initial meeting"). The County shall

endeavor to set such initial meeting a time and place convenient to all Participating Cities and to the County.

13.3 Executives' Meeting.

13.3.a If the dispute is not resolved within sixty (60) days of the initial meeting, then within seven (7) days of expiration of the sixty (60)-day period, the County shall send an email notice to all Participating Cities that the dispute was not resolved and that a meeting of the County Executive, or his/her designee and the chief executive officer(s) of each Participating City, or the designees of each Participating City (an "executives' meeting") shall be scheduled to attempt to resolve the dispute. It is provided, however, that the County and the Participating Cities may mutually agree to extend the sixty (60)-day period for an additional fifteen (15) days if they believe further progress may be made in resolving the dispute, in which case, the County's obligation to send its email notice to the Participating Cities under this Subsection that the dispute was not resolved shall be within seven (7) days of the end of the extension. Likewise, the County and the Participating Cities may mutually conclude prior to the expiration of the sixty (60)-day period that further progress is not likely in resolving the dispute at this level, in which case, the County shall send its email notice that the dispute was not resolved within seven (7) days of the date that the County and the Participating Cities mutually concluded that further progress is not likely in resolving the dispute.

13.3.b Within seven (7) days of receiving the County's notice under Subsection 13.3.a each Participating City shall notify the County in writing or email if it wishes to participate in the executives' meeting.

13.3.c Within not less than twenty-one (21) days nor more than thirty (30) days of the date of the notice of the executives' meeting issued under Subsection 13.3.a, the County

shall schedule a time for the executives' meeting. The County shall endeavor to set such executives' meeting a time and place convenient to all Participating Cities that provided notice under Subsection 13.3.b and to the County.

13.4. Non-Binding Mediation.

13.4.a If the dispute is not resolved within thirty (30) days of the executives' meeting, then any Participating City that was Party to the executives' meeting or the County may refer the matter to non-binding meditation by sending written notice within thirty-five (35) days of the initial executives' meeting to all Parties to such meeting.

13.4.b Within seven (7) days of receiving or issuing notice that a matter will be referred to non-binding mediation, the County shall send an email notice to all Participating Cities that provided notice under Subsection 13.3.b informing them of the referral.

13.4.c Within seven (7) days of receiving the County's notice under Subsection 13.4.b, each Participating City shall notify the County in writing if it wishes to participate in the non-binding mediation.

13.4.d The mediator will be selected in the following manner: The City(ies) electing to participate in the mediation shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the City(ies) participating in the mediation and the County may agree to select a mediator through a mediation service mutually acceptable to the Parties. The Parties to the mediation shall share equally in the costs charged by the mediator or mediation service. For purposes of allocating costs of the mediator or mediation service, all Cities participating in the mediation will be considered one Party.

13.5 Superior Court. Any Party, after participating in the non-binding mediation, may commence an action in King County Superior Court after one hundred eighty (180) days from the commencement of the mediation, in order to resolve an issue that has not by then been resolved through non-binding mediation, unless all Parties to the mediation agree to an earlier date for ending the mediation.

13.6 Unless this Section XIII does not apply to a dispute, then the Parties agree that they may not seek relief under this Agreement in a court of law or equity unless and until each of the procedural steps set forth in this Section XIII have been exhausted, provided, that if any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps in this Section XIII, a Party may file suit to preserve a cause of action while the Dispute Resolution process continues. The Parties agree that, if necessary and if allowed by the court, they will seek a stay of any such suit while the Dispute Resolution process is completed. If the dispute is resolved through the Dispute Resolution process, the Parties agree to dismiss the lawsuit, including all claims, counterclaims, and cross-claims, with prejudice and without costs to any Party.

#### XIV. FORCE MAJEURE

The ~~parties~~Parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of either ~~party to this Agreement~~Party (“force majeure”). The term “force majeure” shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, or labor disputes, causing the inability to perform the requirements

of this Agreement, if either Party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent practicable to restore normal operations.

#### ~~XHXV.~~ MERGER

This Agreement merges and supersedes all prior negotiations, representation and/or agreements between the ~~parties~~Parties relating to the subject matter of this Agreement and constitutes the entire contract between the ~~parties except with regard to the provisions of the Forum Interlocal Agreement~~Parties [except with regard to the provisions of the Forum Interlocal Agreement]; provided that nothing in Section XV supersedes or amends any indemnification obligation that may be in effect pursuant to a contract between the Parties other than the Original Agreement; and further provided that nothing in this Agreement supersedes, amends or modifies in any way any permit or approval applicable to the System or the County's operation of the System within the jurisdiction of the City.

#### ~~XHXVI.~~ WAIVER

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

#### ~~XHXVII.~~ THIRD PARTY BENEFICIARY

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

XV. SEVERABILITY

~~If any~~ entitled to be treated as a third-party beneficiary of the provisions contained in this Agreement.

XVIII. SURVIVABILITY

~~Except as provided in Section 8.1, 8.2, 8.3, Section 8.6.c, except 8.6.ciii and Section 8.6d,~~  
no obligations in this Agreement survive past the expiration date as established in Section III.

XIX. NOTICE

~~are held illegal, invalid or unenforceable.~~ Except as otherwise provided in this Agreement, a notice required to be provided under the remaining provision terms of this Agreement shall remain in full force and effect. be delivered by certified mail, return receipt requested or by personal service to the following person:

~~XVI.~~ For the City:

|

|

For the County:

Director  
King County Solid Waste Division  
201 South Jackson Street, Suite 701  
Seattle, Washington 98104

NOTICE

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

CITY—of

KING COUNTY

\_\_\_\_\_

(~~Mayor~~ \_\_\_\_\_/City Manager)

King County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~Pursuant to Resolution No.~~ \_\_\_\_\_

~~Pursuant to Motion No.~~ \_\_\_\_\_

\_\_\_\_\_  
Clerk-Attest

\_\_\_\_\_  
Clerk-Attest

Approved as to form and legality

Approved as to form and legality

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
King County Deputy Prosecuting Attorney

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Date

~~stilaorig-ila.doc~~

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Date

# AMENDED AND RESTATED SOLID WASTE INTERLOCAL AGREEMENT

This Amended and Restated Solid Waste Interlocal Agreement (“Agreement”) is entered into between King County, a political subdivision of the State of Washington and the City of \_\_\_\_\_, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and the City are referred to as the “Parties.” This Agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated below:

King County: Ordinance No. \_\_\_\_\_

City: \_\_\_\_\_

## PREAMBLE

- A. This Agreement is entered into pursuant to chapter 39.34 RCW for the purpose of extending, restating and amending the Solid Waste Interlocal Agreement between the Parties originally entered into in \_\_\_\_\_ (the “Original Agreement”). The Original Agreement provided for the cooperative management of Solid Waste in King County for a term of forty (40) years, through June 30, 2028. The Original Agreement is superseded by this Amended and Restated Agreement, as of the effective date of this Agreement. This Amended and Restated Agreement is effective for an additional twelve (12) years through December 31, 2040.
- B. The Parties intend to continue to cooperatively manage Solid Waste and to work collaboratively to maintain and periodically update the existing King County

Comprehensive Solid Waste Management Plan (Comprehensive Plan) adopted pursuant to chapter 70.95 RCW.

- C. The Parties continue to support the established goals of Waste Prevention and Recycling as incorporated in the Comprehensive Solid Waste Management Plan, and to meet or surpass applicable environmental standards with regard to the Solid Waste System.
- D. The County and the Cities agree that System-related costs, including environmental liabilities, should be funded by System revenues which include but are not limited to insurance proceeds, grants and rates;
- E. The County, as the service provider, is in the best position to steward funds System revenues that the County and the Cities intend to be available to pay for environmental liabilities; and
- F. The County and the Cities recognize that at the time this Agreement goes into effect, it is impossible to know what the ultimate environmental liabilities could be; nevertheless, the County and the Cities wish to designate in this Agreement a protocol for the designation and distribution of funding for potential future environmental liabilities in order to protect the general funds of the County and the Cities.
- G. The County began renting the Cedar Hills Landfill from the State of Washington in 1960 and began using it for Disposal of Solid Waste in 1964. The County acquired ownership of the Cedar Hills Landfill from the State in 1992. The Cedar Hills Landfill remains an asset owned by the County.
- H. The Parties expect that the Cedar Hills Landfill will be at capacity and closed at some date during the term of this Agreement, after which time all Solid Waste under this Agreement will need to be disposed of through alternate means, as determined by the

Cities and the County through amendments to the Comprehensive Solid Waste Management Plan. The County currently estimates the useful life of the Cedar Hills Landfill will extend through 2025. It is possible that this useful life could be extended, or shortened, by System management decisions or factors beyond the control of the Parties.

- I. The County intends to charge rent for the use of the Cedar Hills Landfill for so long as the System uses this general fund asset and the Parties seek to clarify terms relative to the calculation of the associated rent.
- J. The County and Cities participating in the System have worked collaboratively for several years to develop a plan for the replacement or upgrading of a series of transfer stations. The Parties acknowledge that these transfer station improvements, as they may be modified from time-to-time, will benefit Cities that are part of the System and the County. The Parties have determined that the extension of the term of the Original Agreement by twelve (12) years as accomplished by this Agreement is appropriate in order to facilitate the long-term financing of transfer station improvements and to mitigate rate impacts of such financing.
- K. The Parties have further determined that in order to equitably allocate the benefit to all System Users from the transfer station improvements, different customer classes may be established by the County to ensure System Users do not pay a disproportionate share of the cost of these improvements as a result of a decision by a city not to extend the term of the Original Agreement.
- L. The Parties have further determined it is appropriate to strengthen and formalize the advisory role of the Cities regarding System operations.

The Parties agree as follows:

## I. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

“Cedar Hills Landfill” means the landfill owned and operated by the County located in southeast King County.

“Cities” refers to all Cities that have signed an Amended and Restated Solid Waste Interlocal Agreement in substantially identical form to this Agreement.

"Comprehensive Solid Waste Management Plan" or "Comprehensive Plan" means the Comprehensive Solid Waste Management Plan, as approved and amended from time to time, for the System, as required by chapter 70.95.080 RCW.

“County” means King County, a Charter County and political subdivision of the State of Washington.

"Disposal" means the final treatment, utilization, processing, deposition, or incineration of Solid Waste but shall not include Waste Prevention or Recycling as defined herein.

“Disposal Rates” means the fee charged by the County to System Users to cover all costs of the System consistent with this Agreement, all state, federal and local laws governing solid waste and the Solid Waste Comprehensive Plan.

"Divert" means to direct or permit the directing of Solid Waste to Disposal sites other than the Disposal site(s) designated by King County.

"Energy/Resource Recovery" means the recovery of energy in a usable form from mass burning or refuse-derived fuel incineration, pyrolysis or any other means of using the heat of combustion of Solid Waste that involves high temperature (above 1,200 degrees F) processing. (chapter 173.350.100 WAC).

"Landfill" means a Disposal facility or part of a facility at which Solid Waste is placed in or on land and which is not a land treatment facility.

“Metropolitan Solid Waste Advisory Committee” or “MSWAC” means the advisory committee composed of city representatives, established pursuant to Section IX of this Agreement.

"Moderate Risk Waste" means waste that is limited to conditionally exempt small quantity generator waste and household hazardous waste as those terms are defined in chapter 173-350 WAC, as amended.

“Original Agreement” means the Solid Waste Interlocal Agreement first entered into by and between the Parties, which is amended and restated by this Agreement. “Original Agreements” means collectively all such agreements between Cities and the County in substantially the same form as the Original Agreement.

“Parties” means collectively the County and the City or Cities.

"Recycling" as defined in chapter 70.95.030 RCW, as amended, means transforming or remanufacturing waste materials into usable or marketable materials for use other than landfill Disposal or incineration.

“Regional Policy Committee” means the Regional Policy Committee created pursuant to approval of the County voters in 1993, the composition and responsibilities of which are prescribed in King County Charter Section 270 and chapter 1.24 King County Code, as they now exist or hereafter may be amended.

"Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes including but not limited to garbage, rubbish, ashes, industrial wastes, swill, commercial waste, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged materials, discarded commodities and recyclable materials, but shall not include dangerous, hazardous, or extremely hazardous waste as those terms are defined in chapter 173-303 WAC, as amended; and shall further not include those

wastes excluded from the regulations established in chapter 173-350 WAC, more specifically identified in Section 173-350-020 WAC.

"Solid Waste Advisory Committee" or "SWAC" means the inter-disciplinary advisory forum or its successor created by the King County Code pursuant to chapter 70.95.165 RCW.

"System" includes King County's Solid Waste facilities used to manage Solid Wastes which includes but is not limited to transfer stations, drop boxes, landfills, recycling systems and facilities, energy and resource recovery facilities and processing facilities as authorized by chapter 36.58.040 RCW and as established pursuant to the approved King County Comprehensive Solid Waste Management Plan.

"System User" or "System Users" means Cities and any person utilizing the County's System for Solid Waste handling, Recycling or Disposal.

"Waste Prevention" means reducing the amount or type of waste generated. Waste Prevention shall not include reduction of already-generated waste through energy recovery, incineration, or otherwise.

## II. PURPOSE

The purpose of this Agreement is to foster transparency and cooperation between the Parties and to establish the respective responsibilities of the Parties in a Solid Waste management System, including but not limited to, planning, Waste Prevention, Recycling, and Disposal. .

### III. DURATION

This Agreement shall become effective as of \_\_\_\_\_, and shall remain in effect through December 31, 2040.

### IV. APPROVAL

This Agreement will be approved and filed in accordance with chapter 39.34 RCW.

### V. RENEGOTIATION TO FURTHER EXTEND TERM OF AGREEMENT

5.1 The Parties recognize that System Users benefit from long-term Disposal arrangements, both in terms of predictability of System costs and operations, and the likelihood that more cost competitive rates can be achieved with longer-term Disposal contracts as compared to shorter-term contracts. To that end, at least seven (7) years before the date that the County projects that the Cedar Hills Landfill will close, or prior to the end of this Agreement, whichever is sooner, the County will engage with MSWAC and the Solid Waste Advisory Committee, among others, to seek their advice and input on the Disposal alternatives to be used after closure of the Cedar Hills Landfill, associated changes to the System, estimated costs associated with the recommended Disposal alternatives, and amendments to the Comprehensive Solid Waste Management Plan necessary to support these changes. Concurrently, the Parties will meet to negotiate an extension of the term of the Agreement for the purpose of facilitating the long-term Disposal of Solid Waste after closure of the Cedar Hills Landfill. Nothing in this Agreement shall require the Parties to reach agreement on an extension of the term of this Agreement. If the Parties fail to reach agreement on an extension, the Dispute Resolution provisions of Section XIII do not apply, and this Agreement shall remain unchanged.

5.2 Notwithstanding any other provision in this Agreement to the contrary, the Parties may, pursuant to mutual written agreement, modify or amend any provision of this Agreement at any time during the term of said Agreement.

## VI. GENERAL OBLIGATIONS OF PARTIES

### 6.1 King County

6.1.a Management. The County agrees to provide Solid Waste management services, as specified in this Section, for Solid Waste generated and collected within the City, except waste eliminated through Waste Prevention or waste recycling activities. The County agrees to dispose of or designate Disposal sites for all Solid Waste and Moderate Risk Waste generated and/or collected within the corporate limits of the City which is delivered to the System in accordance with all applicable Federal, State and local environmental health laws, rules, or regulations, as those laws are described in Subsection 8.5.a. The County shall maintain records as necessary to fulfill obligations under this Agreement.

6.1.b Planning. The County shall serve as the planning authority for Solid Waste and Moderate Risk Waste under this Agreement but shall not be responsible for planning for any other waste or have any other planning responsibility under this Agreement.

6.1.c Operation. King County shall be or shall designate or authorize the operating authority for transfer, processing and Disposal facilities, including public landfills and other facilities, consistent with the adopted Comprehensive Plan as well as closure and post-closure responsibilities for landfills which are or were operated by the County.

6.1.d Collection Service. The County shall not provide Solid Waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both Parties.

6.1.e Support and Assistance. The County shall provide support and technical assistance to the City consistent with the Comprehensive Solid Waste Management Plan for a Waste Prevention and Recycling program. Such support may include the award of grants to support programs with System benefits. The County shall develop educational materials related to Waste Prevention and Recycling and strategies for maximizing the usefulness of the educational materials and will make these available to the City for its use. Although the County will not be required to provide a particular level of support or fund any City activities related to Waste Prevention and Recycling, the County intends to move forward aggressively to promote Waste Prevention and Recycling.

6.1.f Forecast. The County shall develop Solid Waste stream forecasts in connection with System operations as part of the comprehensive planning process in accordance with Article XI.

6.1.g Facilities and Services. The County shall provide facilities and services pursuant to the Comprehensive Solid Waste Management Plan and the Solid Waste Transfer and Waste Management plan as adopted and County Solid Waste stream forecasts.

6.1.h Financial Policies. The County will maintain financial policies to guide the System's operations and investments. The policies shall be consistent with this Agreement and shall address debt issuance, rate stabilization, cost containment, reserves, asset ownership and use, and other financial issues. The County shall primarily use long term bonds to finance transfer System improvements. The policies shall be developed and/or revised through

discussion with MSWAC, the Regional Policy Committee, the County Executive and the County Council. Such policies shall be codified at the same time as the Comprehensive Plan updates, but may be adopted from time to time as appropriate outside the Comprehensive Plan process.

6.2 City

6.2.a Collection. The City, an entity designated by the City or such other entity as is authorized by state law shall serve as operating authority for Solid Waste collection services provided within the City's corporate limits.

6.2.b Disposal. The City shall cause to be delivered to the County's System for Disposal all such Solid Waste and Moderate Risk Waste which is authorized to be delivered to the System in accordance with all applicable Federal, State and local environmental health laws, rules or regulations and is generated and/or collected within the corporate limits of the City and shall authorize the County to designate Disposal sites for the Disposal of all such Solid Waste and Moderate Risk Waste generated or collected within the corporate limits of the City, except for Solid Waste which is eliminated through Waste Prevention or waste Recycling activities consistent with the Comprehensive Solid Waste Management Plan. No Solid Waste generated or collected within the City may be Diverted from the designated Disposal sites without County approval.

6.3 JOINT RESPONSIBILITIES.

6.3.a Consistent with the Parties' overall commitment to ongoing communication and coordination, the Parties will endeavor to notify and coordinate with each other on the development of any City or County plan, facility, contract, dispute, or other Solid Waste issue that could have potential significant impacts on the County, the System, or the City or Cities.

6.3.b The Parties, together with other Cities, will coordinate on the development of emergency plans related to Solid Waste, including but not limited to debris management.

## VII. COUNTY SHALL SET DISPOSAL RATES

### AND OPERATING RULES FOR DISPOSAL; USE OF SYSTEM REVENUES

7.1 In establishing Disposal Rates for System Users, the County shall consult with MSWAC consistent with Section IX. The County may adopt and amend by ordinance rates necessary to recover all costs of the System including but not limited to operations and maintenance, costs for handling, processing and Disposal of Solid Waste, siting, design and construction of facility upgrades or new facilities, Recycling, education and mitigation, planning, Waste Prevention, reserve funds, financing, defense and payment of claims, insurance, System liabilities including environmental releases, monitoring and closure of landfills which are or were operated by the County, property acquisition, grants to cities, and administrative functions necessary to support the System and Solid Waste handling services during emergencies as established by local, state and federal agencies or for any other lawful solid waste purpose, and in accordance with chapter 43.09.210 RCW. Revenues from Disposal rates shall be used only for such purposes. The County shall establish classes of customers for Solid Waste management services and by ordinance shall establish rates for classes of customers.

7.2. It is understood and agreed that System costs include payments to the County general fund for Disposal of Solid Waste at the Cedar Hills Landfill calculated in accordance with this Section 7.2, and that such rental payments shall be established based on use valuations provided to the County by an independent-third party Member, Appraisal Institute (MAI) certified appraiser selected by the County in consultation with MSWAC.

7.2.a A use valuation shall be prepared consistent with MAI accepted principles for the purpose of quantifying the value to the System of the use of Cedar Hills Landfill for Disposal of Solid Waste over a specified period of time (the valuation period). The County shall establish a schedule of annual use charges for the System's use of the Cedar Hills Landfill which shall not exceed the most recent use valuation. Prior to establishing the schedule of annual use charges, the County shall seek review and comment as to both the use valuation and the proposed payment schedule from MSWAC. Upon request, the County will share with and explain to MSWAC the information the appraiser requests for purposes of developing the appraiser's recommendation.

7.2.b Use valuations and the underlying schedule of use charges shall be updated if there are significant changes in Cedar Hills Landfill capacity as a result of opening new Disposal areas and as determined by revisions to the existing Cedar Hills Regional Landfill Site Development Plan; in that event, an updated appraisal will be performed in compliance with MAI accepted principles. Otherwise, a reappraisal will not occur. Assuming a revision in the schedule of use charges occurs based on a revised appraisal, the resulting use charges shall be applied beginning in the subsequent rate period.

7.2.c The County general fund shall not charge use fees or receive other consideration from the System for the System's use of any transfer station property in use as of the effective date of this Agreement. The County further agrees that the County general fund may not receive payments from the System for use of assets to the extent those assets are acquired with System revenues. As required by chapter 43.09.210 RCW, the System's use of assets acquired with the use of other separate County funds (e.g., the Roads Fund, or other funds)

will be subject to use charges; similarly, the System will charge other County funds for use of System property.

## VIII. LIABILITY

8.1 Non-Environmental Liability Arising Out-of-County Operations. Except as provided in this Section, Sections 8.5 and 8.6, the County shall indemnify and hold harmless the City 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 during the term of this Agreement and settle such claims, provided that all fees, costs, and expenses incurred by the County thereby are System costs which may be satisfied from Disposal Rates as provided in Section VII herein. In providing such defense of the City, the County shall exercise good faith in such defense or settlement so as to protect the City's interest. For purposes of this Section "claims arising out of the County's operations" shall mean 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. The provisions of this Section shall not apply to claims arising out of the sole negligence or intentional acts of the City. The provisions of this Section shall survive for claims brought within three (3) years past the term of this Agreement established under Section III.

8.2 Cooperation. In the event the County acts to defend the City against a claim under Section 8.1, the City shall cooperate with the County.

8.3 Officers, Agents, and Employees. For purposes of this Section VIII, references to City or County shall be deemed to include the officers, employees and agents of either Party,

acting within the scope of their authority. Transporters or generators of waste who are not officers or employees of the City or County are not included as agents of the City or County for purposes of this Section.

8.4 Each Party by mutual negotiation hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

8.5 Unacceptable Waste

8.5.a All waste generated or collected from within the corporate limits of the City which is delivered to the System for Disposal shall be in compliance with the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) (RCRA), chapters 70.95 and 70.105 RCW, King County Code Title 10, King County Board of Health Rules and Regulations, the Solid Waste Division operating rules, and all other Federal, State and local environmental health laws, rules or regulations that impose restrictions or requirements on the type of waste that may be delivered to the System, as they now exist or are hereafter adopted or amended.

8.5.b For purposes of this Agreement, the City shall be deemed to have complied with the requirements of Subsection 8.5.a if it has adopted an ordinance requiring waste delivered to the System for Disposal to meet the laws, rules, or regulations specified in Subsection 8.5.a. However, nothing in this Agreement is intended to relieve the City from any obligation or liability it may have under the laws mentioned in Subsection 8.5.a arising out of the City's actions other than adopting, enforcing, or requiring compliance with said ordinance, such as liability, if any exists, of the City as a transporter or generator for improper transport or Disposal of regulated dangerous waste. Any environmental liability the City may have for

releases of pollutants or hazardous or dangerous substances or wastes to the environment is dealt with under Sections 8.6 and 8.7.

8.5.c The City shall hold harmless, indemnify and defend the County for any property damages or personal injury caused solely by the City's failure to adopt an ordinance under Subsection 8.5.b. In the event the City acts to defend the County under this Subsection, the County shall cooperate with the City.

8.5.d The City shall make best efforts to include language in its contracts, franchise agreements, or licenses for the collection of Solid Waste within the City that allow for enforcement by the City against the collection contractor, franchisee or licensee for violations of the laws, rules, or regulations in Subsection 8.5.a. The requirements of this Subsection 8.5.d shall apply to the City's first collection contract, franchise, or license that becomes effective or is amended after the effective date of this Agreement.

8.5.d.i If waste is delivered to the System in violation of the laws, rules, or regulations in Subsection 8.5.a, before requiring the City to take any action under Subsection 8.5.d.ii, the County will make reasonable efforts to determine the parties' responsible for the violation and will work with those parties to correct the violation, consistent with applicable waste clearance and acceptance rules, permit obligations, and any other legal requirements.

8.5.d.ii If the violation is not corrected under Subsection 8.5.d.i and waste is determined by the County to have been generated or collected from within the corporate limits of the City, the County shall provide the City with written notice of the violation. Upon such notice, the City shall take immediate steps to remedy the violation and prevent similar future violations to the reasonable satisfaction of the County which may include but not be

limited to removing the waste and disposing of it in an approved facility; provided that nothing in this Subsection 8.5.d.ii shall obligate the City to handle regulated dangerous waste, as defined in WAC 173-351-200(1)(b)(i), and nothing in this Subsection shall relieve the City of any obligation it may have apart from this Agreement to handle regulated dangerous waste. If, in good faith, the City disagrees with the County regarding the violation, such dispute shall be resolved between the Parties using the Dispute Resolution process in Section XII or, if immediate action is required to avoid an imminent threat to public health, safety or the environment, in King County Superior Court. Each Party shall be responsible for its own attorneys' fees and costs. Failure of the City to take the steps requested by the County pending Superior Court resolution shall not be deemed a violation of this Agreement; provided, however, that this shall not release the City for damages or loss to the County arising out of the failure to take such steps if the Court finds a City violation of the requirements to comply with applicable laws set forth in Subsection 8.5.a.

8.6 Environmental Liability.

8.6.a Neither the County nor the City holds harmless or indemnifies the other with regard to any liability arising under 42 U.S.C. § 9601-9675 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) or as hereafter amended or pursuant to chapter 70.105D RCW (MTCA) or as hereafter amended and any state legislation imposing liability for System-related cleanup of contaminated property from the release of pollutants or hazardous or dangerous substances and/or damages resulting from property contaminated from the release of pollutants or hazardous or dangerous substances (“Environmental Liabilities”).

8.6.b Nothing in this Agreement is intended to create new Environmental Liability nor release any third-party from Environmental Liability. Rather, the intent is to protect the general funds of the Parties to this Agreement by ensuring that, consistent with best business practices, an adequate portion of Disposal Rates being collected from the System Users are set aside and accessible in a fair and equitable manner to pay the respective County and City's Environmental Liabilities.

8.6.c The purpose of this Subsection is to establish a protocol for the setting aside, and subsequent distribution of, Disposal Rates intended to pay for Environmental Liabilities of the Parties, if and when such liabilities should arise, in order to safeguard the Parties' general funds. To do so, the County shall:

8.6.c.i Use Disposal Rates to obtain and maintain, to the extent commercially available under reasonable terms, insurance coverage for System-related Environmental Liability that names the City as an Additional Insured. The County shall establish the adequacy, amount and availability of such insurance in consultation with MSWAC. Any insurance policy in effect on the termination date of this Agreement with a term that extends past the termination date shall be maintained until the end of the policy term.

8.6.c.ii Use Disposal Rates to establish and maintain a reserve fund to help pay the Parties' Environmental Liabilities not already covered by System rates or insurance maintained under Subsection 8.6.c.i above ("Environmental Reserve Fund"). The County shall establish the adequacy of the Environmental Reserve Fund in consultation with MSWAC and consistent with the financial policies described in Article VI. The County shall retain the Environmental Reserve Fund for a minimum of 30 years following the closure of the Cedar Hills Landfill (the "Retention Period"). During the Retention Period, the Environmental Reserve Fund

shall be used solely for the purposes for which it was established under this Agreement. Unless otherwise required by law, at the end of the Retention Period, the County and Cities shall agree as to the disbursement of any amounts remaining in the Environmental Reserve Fund. If unable to agree, the County and City agree to submit disbursement to mediation and if unsuccessful to binding arbitration in a manner similar to Section 39.34.180 RCW to the extent permitted by law.

8.6.c.iii Pursue state or federal grant funds, such as grants from the Local Model Toxics Control Account under chapter 70.105D.070(3) RCW and chapter 173-322 WAC, or other state or federal funds as may be available and appropriate to pay for or remediate such Environmental Liabilities.

8.6.d If the funds available under Subsections 8.6.c.i-iii are not adequate to completely satisfy the Environmental Liabilities of the Parties to this Agreement then to the extent feasible and permitted by law, the County will establish a financial plan including a rate schedule to help pay for the County and City's remaining Environmental Liabilities in consultation with MSWAC.

8.6.e The County and the City shall act reasonably and quickly to utilize funds collected or set aside through the means specified in Subsections 8.6.c.i-iii and 8.6.d to conduct or finance response or clean-up activities in order to limit the County and City's exposure, or in order to comply with a consent decree, administrative or other legal order. The County shall notify the City within 30 days of any use of the reserve fund established in 8.6.c.iii.

8.6.f In any federal or state regulatory proceeding, and in any action for contribution, money expended by the County from the funds established in Subsections 8.6.c.i-iii and 8.6.d. to pay the costs of remedial investigation, cleanup, response or other action required

pursuant to a state or federal laws or regulations shall be considered by the Parties to have been expended on behalf and for the benefit of the County and the Cities.

8.6.g In the event that the funds established as specified in Subsections 8.6.c.i-iii and 8.6.d are insufficient to cover the entirety of the County and Cities' collective Environmental Liabilities, the funds described therein shall be equitably allocated between the County and Cities to satisfy their Environmental Liabilities. Factors to be considered in determining "equitably allocated" may include the size of each Party's System User base and the amount of rates paid by that System User base into the funds, and the amount of the Solid Waste generated by the Parties' respective System Users. Neither the County nor the Cities shall receive a benefit exceeding their Environmental Liabilities.

8.7 The County shall not charge or seek to recover from the City any costs or expenses for which the County indemnified the State of Washington in Exhibit A to the Quitclaim Deed from the State to the County for the Cedar Hills Landfill, dated February 24, 1993, to the extent such costs are not included in System costs.

#### IX. CITY ADVISORY COMMITTEE

9.1 There is hereby created an advisory committee comprised of representatives from cities, which shall be known as the Metropolitan Solid Waste Advisory Committee ("MSWAC"). The City may designate a representative and alternate(s) to serve on MSWAC. MSWAC shall elect a chair and vice-chair and shall adopt bylaws to guide its deliberations. The members of MSWAC shall serve at the pleasure of their appointing bodies and shall receive no compensation from the County.

9.2 MSWAC is the forum through which the Parties together with other cities participating in the System intend to discuss and seek to resolve System issues and concerns.

MSWAC shall assume the following advisory responsibilities:

9.2.a Advise the King County Council, the King County Executive, Solid Waste Advisory Committee, and other jurisdictions as appropriate, on all policy aspects of Solid Waste management and planning;

9.2.b Consult with and advise the County on technical issues related to Solid Waste management and planning;

9.2.c Assist in the development of alternatives and recommendations for the Comprehensive Solid Waste Management Plan and other plans governing the future of the System, and facilitate a review and/or approval of the Comprehensive Solid Waste Management Plan by each jurisdiction;

9.2.d Assist in the development of proposed interlocal Agreements between King County and cities for planning, Waste Prevention and Recycling, and waste stream control;

9.2.e Review and comment on Disposal Rate proposals and County financial policies;

9.2.f Review and comment on status reports on Waste Prevention, Recycling, energy/resources recovery, and System operations with inter-jurisdictional impact;

9.2.g Promote information exchange and interaction between waste generators, cities, recyclers, and the County with respect to its planned and operated Disposal Systems;

9.2.h Provide coordination opportunities among the Solid Waste Advisory Committee, the Regional Policy Committee, the County, cities, private waste haulers, and recyclers;

9.2.i Assist cities in recognizing municipal Solid Waste responsibilities, including collection and Recycling, and effectively carrying out those responsibilities; and

9.2.j Provide input on such disputes as MSWAC deems appropriate.

9.3 The County shall assume the following responsibilities with respect to MSWAC;

9.3.a The County shall provide staff support to MSWAC;

9.3.b In consultation with the chair of MSWAC, the County shall notify all cities and their designated MSWAC representatives and alternates of the MSWAC meeting times, locations and meeting agendas. Notification by electronic mail or regular mail shall meet the requirements of this Subsection;

9.3.c The County will consider and respond on a timely basis to questions and issues posed by MSWAC regarding the System, and will seek to resolve those issues in collaboration with the Cities. Such issues shall include but are not limited to development of efficient and accountable billing practices; and

9.3.d. The County shall provide all information and supporting documentation and analyses as reasonably requested by MSWAC for MSWAC to perform the duties and functions described in Section 9.2.

## X. FORUM INTERLOCAL AGREEMENT

10.1 As of the effective date of this Agreement, the *Forum Interlocal Agreement* and *Addendum to Solid Waste Interlocal Agreement and Forum Interlocal Agreement* by and between the City and County continue through June 30, 2028. After 2028 responsibilities assigned to the Forum shall be assigned to the Regional Policy Committee. The Parties agree that Solid Waste System policies and plans shall continue to be deemed regional countywide policies

and plans that shall be referred to the Regional Policy Committee for review consistent with King County Charter Section 270.30 and chapter 1.24 King County Code.

## XI. COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

11.1 King County is designated to prepare the Comprehensive Solid Waste Management Plan (Comprehensive Plan) and this plan shall include the City's Solid Waste Management Comprehensive Plan pursuant to chapter 70.95.080(3) RCW.

11.2 The Comprehensive Plan shall be reviewed and any necessary revisions proposed. The County shall consult with MSWAC to determine when revisions are necessary. King County shall provide services and build facilities in accordance with the adopted Comprehensive Plan.

11.3 The Comprehensive Plans will promote Waste Prevention and Recycling in accordance with Washington State Solid Waste management priorities pursuant to chapter 70.95 RCW, at a minimum.

11.4 The Comprehensive Plans will be prepared in accordance with chapter 70.95 RCW and Solid Waste planning guidelines developed by the Department of Ecology. The plan shall include, but not be limited to:

11.4.a Descriptions of and policies regarding management practices and facilities required for handling all waste types;

11.4.b Schedules and responsibilities for implementing policies;

11.4.c Policies concerning waste reduction, Recycling, Energy and Resource Recovery, collection, transfer, long-haul transport, Disposal, enforcement and administration;  
and

11.4.d Operational plan for the elements discussed in Item c above.

11.5 The cost of preparation by King County of the Comprehensive Plan will be considered a cost of the System and financed out of the rate base.

11.6 The Comprehensive Plans will be “adopted” within the meaning of this Agreement when the following has occurred:

11.6.a The Comprehensive Plan is approved by the King County Council; and

11.6.b The Comprehensive Plan is approved by cities representing three-quarters of the population of the incorporated population of jurisdictions that are parties to the Forum Interlocal Agreement. In calculating the three-quarters, the calculations shall consider only those incorporated jurisdictions taking formal action to approve or disapprove the Comprehensive Plan within 120 days of receipt of the Plan. The 120-day time period shall begin to run from receipt by an incorporated jurisdiction of the Forum's recommendation on the Comprehensive Plan, or, if the Forum is unable to make a recommendation, upon receipt of the Comprehensive Plan from the Forum without recommendation.

11.7 Should the Comprehensive Plan be approved by the King County Council, but not receive approval of three-quarters of the cities acting on the Comprehensive Plan, and should King County and the cities be unable to resolve their disagreement, then the Comprehensive Plan shall be referred to the State Department of Ecology and the State Department of Ecology will resolve any disputes regarding Comprehensive Plan adoption and adequacy by approving or disapproving the Comprehensive Plan or any part thereof.

11.8 King County shall determine which cities are affected by any proposed amendment to the Comprehensive Plan. If any City disagrees with such determination, then the City can request that the Forum determine whether or not the City is affected. Such

determination shall be made by a two-thirds majority vote of all representative members of the Forum.

11.9 Should King County and the affected jurisdictions be unable to agree on amendments to the Comprehensive Plan, then the proposed amendments shall be referred to the Department of Ecology to resolve any disputes regarding such amendments.

11.10 Should there be any impasse between the Parties regarding Comprehensive Plan adoption, adequacy, or consistency or inconsistency or whether any permits or programs adopted or proposed are consistent with the Comprehensive Plan, then the Department of Ecology shall resolve said disputes.

## XII. MITIGATION

12.1 The County will design, construct and operate Solid Waste facilities in a manner to mitigate their impact on host Cities and neighboring communities pursuant to applicable law and regulations.

12.2 The Parties recognize that Solid Waste facilities are regional facilities. The County further recognizes that host Cities and neighboring communities may sustain impacts which can include but are not limited to local infrastructure, odor, traffic into and out of Solid Waste facilities, noise and litter.

12.3 Collaboration in Environmental Review. In the event the County is the sole or co-Lead Agency, then prior to making a threshold determination under the State Environmental Policy Act (SEPA), the County will provide a copy of the SEPA environmental checklist, if any, and proposed SEPA threshold determination to any identifiable Host City (as defined below) and adjacent or neighboring city that is signatory to the Agreement and that may be affected by the

project ("Neighboring City") and seek their input. For any facility for which the County prepares an Environmental Impact Statement (EIS), the County will meet with any identified potential Host City (as defined below) and any Neighboring City to seek input on the scope of the EIS and appropriate methodologies and assumptions in preparing the analyses supporting the EIS. However, nothing in this Section shall limit or impair the County's ability to timely complete the environmental review process.

12.4 Collaboration in Project Permitting. If a new or reconstructed Solid Waste facility is proposed to be built within the boundaries of the City ("Host City") and the project requires one or more "project permits" as defined in chapter 36.70B.020(4) RCW from the Host City, before submitting its first application for any of the project permits, the County will meet with the Host City and any Neighboring City, to seek input. However, nothing in this Section shall limit or impair the County's ability to timely submit applications for or receive permits, nor waive any permit processing or appeal timelines.

12.5 Separately, the County and the City recognize that in accordance with 36.58.080 RCW, a city is authorized to charge the County to mitigate impacts directly attributable to a County-owned Solid Waste facility. The County acknowledges that such direct costs include wear and tear on infrastructure including roads. To the extent that the City establishes that such charges are reasonably necessary to mitigate such impacts, payments to cover such impacts may only be expended only to mitigate such impacts and are System costs. If the City believes that it is entitled to mitigation under this Agreement, the City may request that the County undertake a technical analysis regarding the extent of impacts authorized for mitigation. Upon receiving such a request, the County, in coordination with the City and any necessary technical consultants, will develop any analysis that is reasonable and appropriate to identify impacts. The cost for such

analysis is a System cost. The City and County will work cooperatively to determine the appropriate mitigation payments and will document any agreement in a Memorandum of Agreement. If the City and the County cannot agree on mitigation payments, the dispute resolution process under chapter 36.58.080 RCW will apply rather than the dispute resolution process under Section XII of the Agreement.

### XIII. DISPUTE RESOLUTION

13.1 Unless otherwise expressly stated, the terms of this Section XIII shall apply to disputes arising under this Agreement.

13.2 Initial Meeting.

13.2.a Either Party shall give notice to the other in writing of a dispute involving this Agreement.

13.2.b Within ten (10) business days of receiving or issuing such notice, the County shall send an email notice to all Cities.

13.2.c Within ten (10) business days of receiving the County's notice under Subsection 13.2.b, a City shall notify the County in writing or email if it wishes to participate in the Dispute Resolution process.

13.2.d Within not less than twenty-one (21) days nor more than thirty (30) days of the date of the initial notice of dispute issued under Subsection 13.2.a, the County shall schedule a time for staff from the County and any City requesting to participate in the dispute resolution process ("Participating City") to meet (the "initial meeting"). The County shall endeavor to set such initial meeting a time and place convenient to all Participating Cities and to the County.

13.3 Executives' Meeting.

13.3.a If the dispute is not resolved within sixty (60) days of the initial meeting, then within seven (7) days of expiration of the sixty (60)-day period, the County shall send an email notice to all Participating Cities that the dispute was not resolved and that a meeting of the County Executive, or his/her designee and the chief executive officer(s) of each Participating City, or the designees of each Participating City (an “executives' meeting”) shall be scheduled to attempt to resolve the dispute. It is provided, however, that the County and the Participating Cities may mutually agree to extend the sixty (60)-day period for an additional fifteen (15) days if they believe further progress may be made in resolving the dispute, in which case, the County’s obligation to send its email notice to the Participating Cities under this Subsection that the dispute was not resolved shall be within seven (7) days of the end of the extension. Likewise, the County and the Participating Cities may mutually conclude prior to the expiration of the sixty (60)-day period that further progress is not likely in resolving the dispute at this level, in which case, the County shall send its email notice that the dispute was not resolved within seven (7) days of the date that the County and the Participating Cities mutually concluded that further progress is not likely in resolving the dispute.

13.3.b Within seven (7) days of receiving the County’s notice under Subsection 13.3.a each Participating City shall notify the County in writing or email if it wishes to participate in the executives' meeting.

13.3.c Within not less than twenty-one (21) days nor more than thirty (30) days of the date of the notice of the executives' meeting issued under Subsection 13.3.a, the County shall schedule a time for the executives' meeting. The County shall endeavor to set such

executives' meeting a time and place convenient to all Participating Cities that provided notice under Subsection 13.3.b and to the County.

13.4. Non-Binding Mediation.

13.4.a If the dispute is not resolved within thirty (30) days of the executives' meeting, then any Participating City that was Party to the executives' meeting or the County may refer the matter to non-binding mediation by sending written notice within thirty-five (35) days of the initial executives' meeting to all Parties to such meeting.

13.4.b Within seven (7) days of receiving or issuing notice that a matter will be referred to non-binding mediation, the County shall send an email notice to all Participating Cities that provided notice under Subsection 13.3.b informing them of the referral.

13.4.c Within seven (7) days of receiving the County's notice under Subsection 13.4.b, each Participating City shall notify the County in writing if it wishes to participate in the non-binding mediation.

13.4.d The mediator will be selected in the following manner: The City(ies) electing to participate in the mediation shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the City(ies) participating in the mediation and the County may agree to select a mediator through a mediation service mutually acceptable to the Parties. The Parties to the mediation shall share equally in the costs charged by the mediator or mediation service. For purposes of allocating costs of the mediator or mediation service, all Cities participating in the mediation will be considered one Party.

13.5 Superior Court. Any Party, after participating in the non-binding mediation, may commence an action in King County Superior Court after one hundred eighty (180) days from

the commencement of the mediation, in order to resolve an issue that has not by then been resolved through non-binding mediation, unless all Parties to the mediation agree to an earlier date for ending the mediation.

13.6 Unless this Section XIII does not apply to a dispute, then the Parties agree that they may not seek relief under this Agreement in a court of law or equity unless and until each of the procedural steps set forth in this Section XIII have been exhausted, provided, that if any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps in this Section XIII, a Party may file suit to preserve a cause of action while the Dispute Resolution process continues. The Parties agree that, if necessary and if allowed by the court, they will seek a stay of any such suit while the Dispute Resolution process is completed. If the dispute is resolved through the Dispute Resolution process, the Parties agree to dismiss the lawsuit, including all claims, counterclaims, and cross-claims, with prejudice and without costs to any Party.

#### XIV. FORCE MAJEURE

The Parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of either Party (“force majeure”). The term “force majeure” shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, or labor disputes, causing the inability to perform the requirements of this Agreement, if either Party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to

the other Party, such obligation or condition shall be suspended only for the time and to the extent practicable to restore normal operations.

#### XV. MERGER

This Agreement merges and supersedes all prior negotiations, representation and/or agreements between the Parties relating to the subject matter of this Agreement and constitutes the entire contract between the Parties [except with regard to the provisions of the Forum Interlocal Agreement]; provided that nothing in Section XV supersedes or amends any indemnification obligation that may be in effect pursuant to a contract between the Parties other than the Original Agreement; and further provided that nothing in this Agreement supersedes, amends or modifies in any way any permit or approval applicable to the System or the County's operation of the System within the jurisdiction of the City.

#### XVI. WAIVER

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

#### XVII. THIRD PARTY BENEFICIARY

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

### XVIII. SURVIVABILITY

Except as provided in Section 8.1, 8.2, 8.3, Section 8.6.c, except 8.6.ciii and Section 8.6d, no obligations in this Agreement survive past the expiration date as established in Section III.

### XIX. NOTICE

Except as otherwise provided in this Agreement, a notice required to be provided under the terms of this Agreement shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City:

For the County:

Director  
King County Solid Waste Division  
201 South Jackson Street, Suite 701  
Seattle, Washington 98104

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

CITY of

KING COUNTY

\_\_\_\_\_  
(Mayor/City Manager)

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk-Attest

\_\_\_\_\_  
Clerk-Attest

Approved as to form and legality

Approved as to form and legality

\_\_\_\_\_  
City Attorney

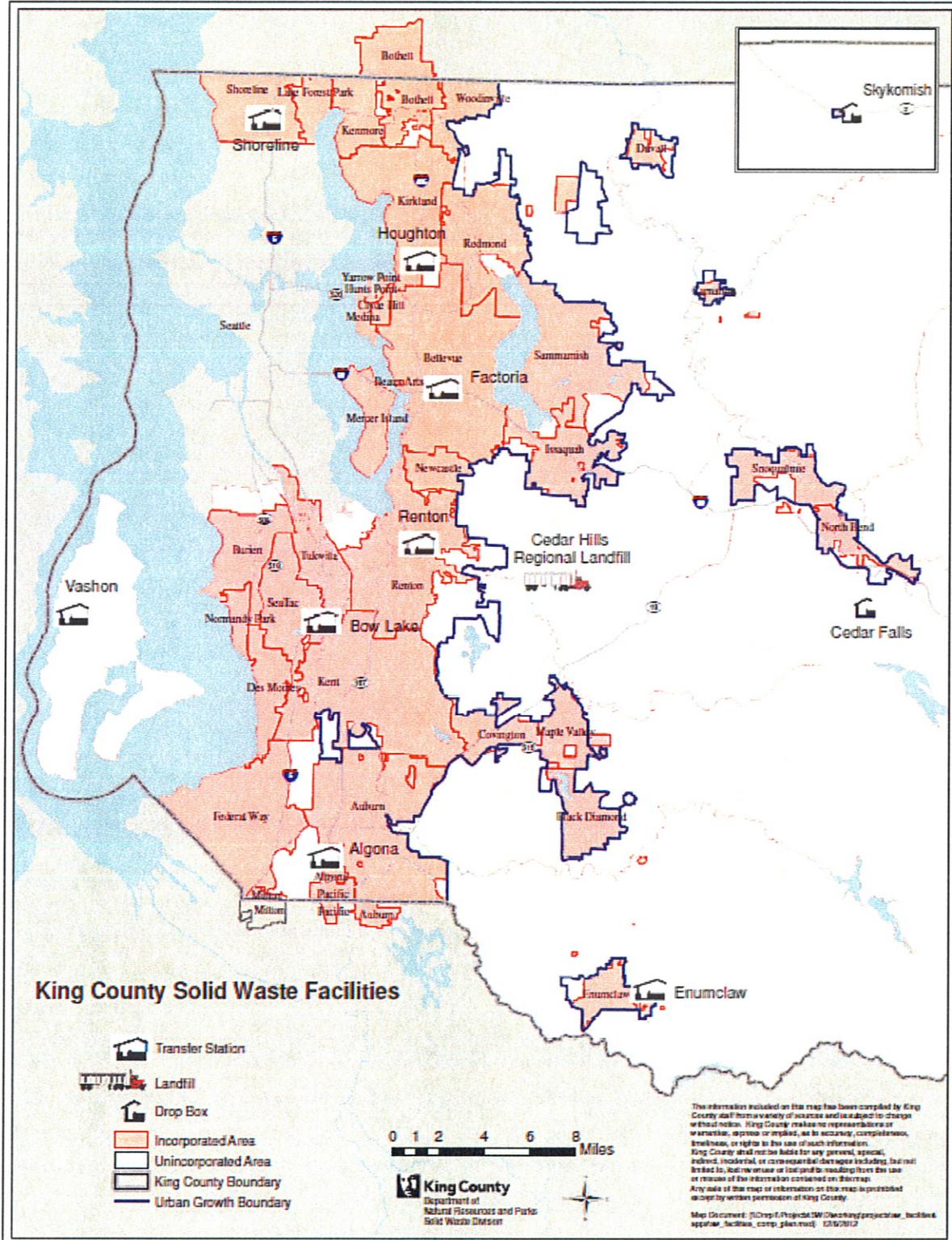
\_\_\_\_\_  
King County Deputy Prosecuting Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Amended and Restated Solid Waste Interlocal Agreement  
between King County and Cities**

**System Map**



**Amended and Restated Solid Waste Interlocal Agreement  
between King County and Cities**

**ILA Term Sheet**

- Accountability
- Durability: address long-term needs
- Transparency
- Simplicity

| <b>Part I: Contract Term, Capital Financing, and Ability to Terminate Agreement in Advance</b>                    |  |
|---|--|
| <b>Contract Term</b>  | ILA is extended 12.5 years, through December 2040.<br>As of June 2012, there would be 28.5 years remaining on the contract.  |
| <b>Bond Term</b><br>How long could the financing term be for bonds funding the Transfer Station improvement plan? | 20 to 28 years, depending on when each series of bonds to finance the transfer station projects is issued.   |
| <b>Disposal Fees (tonnage rates)</b>  | Significantly lower cost per ton is possible as compared to the “no extension” option<br>The longer the term, the higher the total price paid for the improvements (more interest paid).   |
| <b>Negotiated ILA Extension</b>   | An ILA extension is likely to be necessary at some point during the term of the amended ILA in order to accommodate a cost-effective long-term disposal solution after Cedar Hills closes.<br><br>The ILA will include language describing the parties’ intent to enter into negotiations to extend the ILA before Cedar Hills closes, but after such time as the region has made a decision on the long-term disposal option; that decision will require amending the Comprehensive Solid Waste Management Plan (CSWMP). The parties could choose to begin the negotiations before ratification of the CSWMP amendment is complete.<br><br>The amended ILA cannot compel either party to agree to a future extension of the term. |
| <b>If Cedar Hills closes on schedule (2025), what happens if the ILA is <u>not</u> extended again?</b>            | The County would have to provide disposal at another location for 15 years (2025 through 2040). The City will continue to be part of the County system during that time. This is a relatively short time period and as a result the assumption is that costs would likely be considerably more expensive than disposal at Cedar Hills.   |
| <b>Early Termination</b><br>Will cities have the ability to terminate the ILA early?                              | No.<br><br>If a city has the ability to terminate the ILA early, the County will, in exchange, need to be able to recoup from that city, at a minimum, all the debt service costs associated with the terminating city’s share of the transfer station system upgrades.<br><br>Not included because the cost of prepaying debt service for a city’s share of transfer station system improvements is likely to be so expensive that no city would choose   |

**Amended and Restated Solid Waste Interlocal Agreement  
between King County and Cities**

**ILA Term Sheet**

|   |  |
|---|--|
|   | to exercise this option. It would imply the city would prepay for a 50-year asset after a few years, and, the terminating city would not be assured of having access to the system assets after leaving.   |
| <b>What if some cities don't agree to extend the ILA?</b>   | Non-extending cities would be in a different customer class than extending cities.<br>Non-extending cities would be charged rates to ensure their portion of transfer station debt is fully repaid by June 2028. As a result, their rates would be \$7-\$9 per ton higher than for cities extending the ILA.   |
| <b>Part 2: Governance</b>   |  |
| <b>Cities Advisory Committee</b>  | The Cities advisory committee (MSWMAC) is memorialized within the ILA as the Metropolitan Solid Waste Advisory Committee (MSWAC). Its structure and operations are no longer controlled by County Code. It has the same composition, same rules as today: <ul style="list-style-type: none"> <li>• Each city may appoint a delegate and alternates to MSWAC.</li> <li>• MSWAC retains its existing responsibilities.</li> <li>• MSWAC will elect a chair and vice-chair, and adopt its own bylaws.</li> <li>• MSWAC will be staffed by the County.</li> <li>• MSWAC remains an advisory body. It will coordinate with the Solid Waste Advisory Committee (SWAC) and provide advice to SWAC as it deems appropriate. MSWAC will also provide recommendations to the County Executive, County Council, and other entities.</li> </ul> The County agrees to consider and respond on a timely basis to questions and issues from MSWAC, including but not limited to development of efficient and accountable billing practices. |
| <b>Regional Policy Committee (RPC)</b>  | The role of the RPC is not affected by the amended and restated ILA. The RPC will retain its current charter role in acting on Comprehensive Solid Waste Management Plan (CSWMP) amendments and financial policies. Its existing responsibilities as the Solid Waste Interlocal Forum will continue through the end of the current ILA in June 2028. After 2028 those responsibilities will go to the RPC.   |
| <b>Part 3: Comprehensive Solid Waste Management Plan</b>  |  |
| <b>Process</b><br>The CSWMP is reviewed and amended as needed. Several years before the Cedar Hills Landfill closes, the CSWMP will be amended to include language defining the regional disposal option. | The ILA will confirm current practice that the County Council acts to approve the CSWMP <i>subject to ratification</i> , in the same way that Countywide Planning Policies are now first approved by the County and then subject to ratification.<br><br>The County will act after seeking input from MSWAC, among others.<br><br>Once the County action is effective, the ratification period would run for 120 days.   |

**Amended and Restated Solid Waste Interlocal Agreement  
between King County and Cities**

**ILA Term Sheet**

|  |   |
|--|---|
| <p><b>Ratification Requirement</b><br/>The current ILA requires that jurisdictions representing 75% of the contract city population must approve CSWMP changes. The 75% is determined based on those cities taking a position.</p> | <p>The negotiating team considered modifying the ratification requirement. Because of the difficulties of administering two different ratification processes if some cities extend and others do not, the current process was left unchanged. It has been used several times over the term of the agreement without significant problems.</p>   |
| <p><b>Part 4: Other Issues</b></p>   |   |
| <p><b>Parties Obligations to Communicate</b></p>   | <p>The parties will endeavor to notify each other in the event of the development of any plan, contract, dispute, use of environmental liability funds or other solid waste issue that could have potential significant impacts on the City and/or Cities, the County and/or the regional solid waste system.</p>   |
| <p><b>Emergency Planning</b></p>   | <p>The County and the cities will coordinate on the development of emergency plans related to solid waste, including but not limited to debris management.</p>  |
| <p><b>Grants</b></p>   | <p>The ILA will include a provision confirming that grants to cities in support of programs that benefit the Solid Waste system are a permissible use of system revenues.</p>   |
| <p><b>Mitigation</b></p>   | <p>The ILA will acknowledge that solid waste facilities are regional facilities and host cities and neighboring cities may sustain impacts for which there are three types of mitigation:</p> <ol style="list-style-type: none"> <li>1. When <b>new facilities</b> are sited, or <b>existing facilities are reconstructed</b>, mitigation will be determined with advance input from host communities and neighboring cities, and per state law. The County will collaborate with potential host cities and neighboring cities in advance of both the environmental review and permitting processes, including seeking advance input from such cities as to potential impacts that should be addressed in scoping of environmental studies/documents, or in developing permit applications.</li> <li>2. With respect to <b>existing facilities</b>, the County will continue the full range of operational mitigation activities required under law (odor and noise control, maintenance, litter cleanup, etc.).</li> <li>3. The ILA will recognize the rights of cities to <b>charge the County for direct impacts</b> from operations consistent with State law (RCW 36.58.080). Cities that believe they are entitled to such mitigation may request the County undertake technical studies to determine the extent of such impacts; the County will undertake analysis it determines is reasonable and appropriate. The costs of such studies will be System costs. Dispute resolution would occur per the state statute provision, rather than the ILA dispute resolution provisions.</li> </ol> <p>Cities retain their full regulatory authority with respect to design, construction or operation of facilities within their jurisdiction.</p> |

***Amended and Restated Solid Waste Interlocal Agreement  
between King County and Cities***

**ILA Term Sheet**

|   |  |
|---|--|
| <p><b>Cedar Hills Landfill Rent</b><br/>The County began leasing the Cedar Hills Landfill from the state in 1960 at a time when the solid waste function was still part of County General Fund operations. Throughout the '60s, '70s and into the '80s, the solid waste system was operated as part of the General Fund through a mix of County General Fund monies and solid waste fees. In 1983, the County formally began the effort to transform the solid waste system from a General Fund operation to a self-sustaining utility enterprise, fully funded from system revenues-- primarily tipping fees charged at the Cedar Hills Landfill. The Landfill was acquired by the General Fund from the state in 1992 and remains a General Fund asset. The General Fund began charging the Division for the use of this asset in 2004.</p> | <p>The ILA will acknowledge that rent is charged to the Division for use of the Cedar Hills Landfill, and clarify how the rent will be determined.</p> <p>The County will continue to charge the Solid Waste System rent for use of the Cedar Hills Landfill. The Landfill is a General Fund asset.</p> <p>The ILA will ensure that Landfill rent will be based on third party professional valuations using accepted MAI valuation principles. Cities will have input into the selection of the appraiser and will have an opportunity to review and comment on data inputs provided by the System to the appraiser for purposes of conducting the appraisal.</p> <p>The December 2011 appraisal setting the rent value for the period from 2013 through 2025 (the current estimated end of the Landfill's useful life) will be adjusted downward to ensure that the System is not charged for Landfill capacity that was included and paid for by the System per the previous (2004) appraisal. The same adjustment will be made with respect to any future appraisal.</p> <p>The ILA will define a clear process by which the value of Cedar Hills to the Division, and the associated rent, may be revalued during the Agreement, and will ensure engagement of MSWAC in that process.</p> <p>Rent costs are an operating cost to the Division that will be incorporated into solid waste rates. MSWAC will have input on all rate proposals, as well as the specific schedule of rent payments derived from the new appraisal.</p> <p>The County will commit to not charge General Fund rent for any transfer station property now in use, and will not charge General Fund rent for assets acquired in the future solely from System revenues. Assets owned by other County funds (e.g., the Roads Division, or other funds) will be subject to rent (and vice versa). Any revenue generated from System owned assets will be treated as revenues of the System.</p> |
| <p><b>Financial Policies</b></p>  | <p>The County will develop financial policies to guide the Division's operations and investments. The policies will address debt issuance, cost containment, reserves, asset ownership and use, and other financial issues. The policies will be developed through discussion with MSWAC, RPC, the County Executive and the County Council. Such policies will periodically be codified at the same time as CSWMP updates, but may be adopted from time to time as appropriate outside the CSWMP update cycle.</p>   |
| <p><b>Dispute Resolution</b></p>  | <p>The ILA will replace the current dispute resolution provisions involving State DOE (State DOE is not willing to serve the role ascribed to it in the current ILA) with more standard provisions, similar to those used in other multi-party County ILAs. In event of a dispute, the first step will be for staff from the parties to meet. If the issue is not resolved, then the City Manager/Administrator from the city(ies) and the County Executive will meet. If the issue is still not resolved, non-binding mediation may be pursued if any party so chooses, prior to pursuing formal legal action. All cities will be notified of disputes at each step, and may join the dispute if they so choose. Costs of mediation will be split, with the cities (all those participating in the matter) paying half of the costs and the County paying half of the costs.</p>  |

**Amended and Restated Solid Waste Interlocal Agreement  
between King County and Cities**

**ILA Term Sheet**

|   |   |
|---|---|
| <b>Liability</b>                                  | <p>SCA Principles as agreed to by Executive Constantine form the basis for the Environmental Liability section. The County and the Cities agree that System-related costs, including environmental liabilities, should be funded by System revenues which include but are not limited to insurance proceeds, grants and rates. A protocol for payment of liabilities if and when they arise is established including:</p> <ul style="list-style-type: none"> <li>• Insurance, if commercially available with cities as additional insured</li> <li>• Any reserves established for environmental liability shall survive for 30 years after the closure of the Cedar Hills Landfill.</li> <li>• Grants to the extent available</li> <li>• Developing a financial plan including a rate schedule in consultation with MSWAC</li> </ul> <p>Specific language is included indicating it is the intent of the parties to protect their general funds from Environmental Liabilities to the greatest extent feasible.</p> |
| <b>Severability</b>                               | <p>Team agreed not to include a severability section. Effect is that in the event one section of the contract is found to be invalid the Parties will need to meet to discuss how to remedy the issue</p>   |
| <b>Survivability</b>                              | <p>No obligations of the agreement shall survive the expiration of the contract except portions of the liability section including:</p> <ul style="list-style-type: none"> <li>• A three year obligation for tort related operational liability</li> <li>• Any insurance in effect at the end of the agreement shall continue for the term of the policy</li> <li>• Reserve fund is retained for 30 years following Cedar Hills closure</li> </ul>  |
| <b>Flow Control</b>                               | <p>Language in Section 6.2 is simplified to state “The City shall cause to be delivered to the County disposal system...” It does not specify what means the City shall use to accomplish this.</p>   |
| <b>County Commitment to Transfer Station Plan</b> | <p>Section 6.1.g is amended to state “The County shall provide facilities and services pursuant to the Comprehensive Solid Waste Management Plan <i>and the Solid Waste Transfer and Waste Management Plan as adopted...</i>”</p>   |
| <b>Long-Term Bonds</b>                            | <p>Section 6.1.f includes “The County shall primarily use long term bonds to finance transfer system improvements.” This recognizes that in the past these improvements have been partially funded by cash. This section also includes a commitment to develop, through discussions with MSWAC, financial policies.</p>   |

# ***Amended and Restated Solid Waste Interlocal Agreement between King County and Cities***

## **Overview**

These briefing materials are intended to provide information to assist in Cities' review of the *Amended and Restated Solid Waste Interlocal Agreement* (new ILA). The County and the Metropolitan Solid Waste Management Advisory Committee have been working together over the past two years to extend the *Solid Waste Interlocal Agreement of 1988* (original ILA), which every City in King County, excluding Seattle and Milton, has signed. After intensive negotiations, a team of City and County representatives has reached agreement on a new ILA that will foster cooperation in our regional solid waste system. This agreement extends the original ILA by 12.5 years, from June 2028 through December 2040, which will keep rates lower by allowing for longer-term bonding for capital projects.

The new ILA includes several significant enhancements over the original ILA. It deals much more effectively with liability, establishing a protocol for payment of Environmental Liabilities, if and when they arise, including insurance and reserves. The intent to protect both City and County general funds from Environmental Liabilities to the greatest extent feasible is explicit. Other improvements over the original ILA include:

- Commitment to the continued involvement of the City advisory group, renamed the Metropolitan Solid Waste Advisory Committee (MSWAC)
- An expanded role for Cities in system planning, including long-term disposal alternatives and in establishing financial policies
- A dispute resolution process, which includes non-binding mediation
- An acknowledgment that solid waste facilities are regional facilities and host cities and neighboring cities may receive mitigation for impacts

The County is asking each City to provide a **non-binding statement of interest that indicates likely participation in the new ILA by January 31, 2013**. This information will be helpful to the County as it moves forward with a variety of planning efforts.

By mid-2014, the Solid Waste Division will propose rates for the 2015/16 rate period. Financial policies developed in collaboration with MSWAC will inform the rate study. To allow sufficient time to develop those policies, the County needs each City to **act on the ILA by April 30, 2013**.

***Amended and Restated Solid Waste Interlocal Agreement  
between King County and Cities***

**Solid Waste Governance**

|                    | <b>Solid Waste Advisory Committee</b>  | <b>Metropolitan Solid Waste Advisory Committee</b>   | <b>Solid Waste Interlocal Forum</b>  |
|--------------------|--|--|--|
| <b>Basis</b>       | RCW 70.95; KCC 10.28   | Amended and Restated Interlocal Agreement  | Forum Agreement (Addendum to 1988 ILA)   |
| <b>Appointment</b> | Executive appoints; Council confirms   | Cities appoint   | County Council and Sound Cities Association appoint  |
| <b>Membership</b>  | Interested citizens; local elected officials; waste management industry; recycling industry; labor; public interest groups; marketing interests        | Cities – staff, elected officials and consultants  | Regional Policy Committee members excluding City of Seattle representatives  |
| <b>Advises</b>     | King County  | King County Executive and Council, Solid Waste Division, Solid Waste Advisory Committee, Solid Waste Interlocal Forum and Regional Policy Committee  | King County Executive and Council, and other jurisdictions   |
| <b>Duties</b>      | Advise King County on all aspects of solid waste management planning; assist in development of programs and policies concerning solid waste management | Advise the King County Executive and Council, Solid Waste Division, Solid Waste Advisory Committee, and other jurisdictions as appropriate, on all policy aspects of solid waste management and planning | Advise the King County Executive and Council, and other jurisdictions as appropriate, on all policy aspects of solid waste management and planning |

***Amended and Restated Solid Waste Interlocal Agreement  
between King County and Cities***

**Frequently Asked Questions**

1. *What is the timeframe for Cities to adopt the new ILA?*  
By mid-2014 the Solid Waste Division will propose rates for the 2015/16 rate period. Financial policies developed in collaboration with the Metropolitan Solid Waste Advisory Committee will inform the rate study. To allow sufficient time to develop those policies and complete the rate study, the County needs each City to act on the ILA by April 30, 2013.
2. *What is the purpose of the non-binding statement of interest?*  
The County is asking each City to provide a non-binding statement of interest that indicates likely participation in the new ILA by January 31, 2013. This information will be helpful to the County as it moves forward with a variety of planning efforts, including updating the Draft Comprehensive Solid Waste Management Plan.
3. *What are the capital project financing needs in 2013 and 2014?*  
Presently, the division has \$75 million in Bond Anticipation Notes (BANs) that will expire on February 28, 2012. Those BANs will be converted to long-term bonds. Later in 2013, an additional \$13 million will be required for anticipated capital project expenditures. In 2014, it is anticipated that \$35 million will be needed.
4. *How does City participation in the new ILA affect capital project financing?*  
Financing for transfer system capital improvements will be primarily by long-term bonds. Ensuring adequate revenue to repay the bonds is critical and that revenue is directly dependent on City participation in the system. If enough cities sign the extended ILA, the County will issue bonds of 20 years or longer (out to 2040), which will mean lower per ton fees. Conversely, if cities do not choose to extend the ILA, bonds will only be issued out to 2028, which will increase rates. A mix of longer and shorter bonds may be possible if some cities extend the ILA and others do not.
5. *What are the implications for a City that chooses not to sign the new ILA?*  
Cities that choose to remain with the original ILA that expires in 2028 will pay rates that include the additional amount needed to pay for the shorter bonds. The additional amount will be in the range of \$7 to \$9 per ton. Cities that choose to remain with the original ILA will also not receive the benefits of the new ILA, including those related to potential environmental liability.
6. *How long do cities have to adopt the new ILA?*  
In order to move forward with development of financial policies that will inform the 2015/16 rate period and other planning efforts, the County needs each City by April 30, 2013 to decide whether to sign the new ILA.
7. *How would insurance coverage and liability reserves be established?*  
The insurance coverage and liability reserves provided for under the new ILA would be established based on what is commercially available and determined appropriate in consultation with the Metropolitan Solid Waste Advisory Committee (MSWAC - note that the name of this committee changes in the new ILA from the Metropolitan Solid Waste Management Advisory Committee or MSWMAC).

***Amended and Restated Solid Waste Interlocal Agreement  
between King County and Cities***

**Frequently Asked Questions**

8. *Does this ILA lock Cities into the current Transfer System Plan?*  
No. In the new ILA the County commits to provide facilities and services pursuant to adopted plans. The ILA also acknowledges that plans for transfer station improvements may be modified.
9. *How does the ILA relate to the comprehensive solid waste management plan?*  
The ILA provides a framework for Cities and the County to work collaboratively to maintain and update the comprehensive solid waste management plan and for adoption of the plan. Specific policies, plans, and strategies are not included in the ILA.
10. *What about disposal after Cedar Hills closes?*  
The ILA provides a framework for Cities and the County to plan for disposal post-Cedar Hills. At least seven years before the date that the landfill is projected to close, the County will seek advice and input from MSWAC and others on disposal alternatives.
11. *Does the new ILA address Cedar Hills landfill rent?*  
The ILA establishes a clear process for rent for Cedar Hills, limiting when rental payments can be changed, requiring a certified appraisal process be followed, and seeking review and comment from the Cities. It clearly states that the solid waste system shall not pay rent to the general fund for use of other county properties for transfer stations.
12. *What if my City has more questions about this new ILA?*  
If you have any questions or would like to schedule a briefing, please call or email Pat McLaughlin at 206-296-4385 or [pat.mclaughlin@kingcounty.gov](mailto:pat.mclaughlin@kingcounty.gov).

## Rate Differences Between the Solid Waste Interlocal Agreement of 1988 and the Amended and Restated Solid Waste Interlocal Agreement

The chart below compares estimated fees for Cities that choose to remain with the original 1988 ILA that expires in 2028 and those Cities that choose to sign the new ILA that expires in 2040.

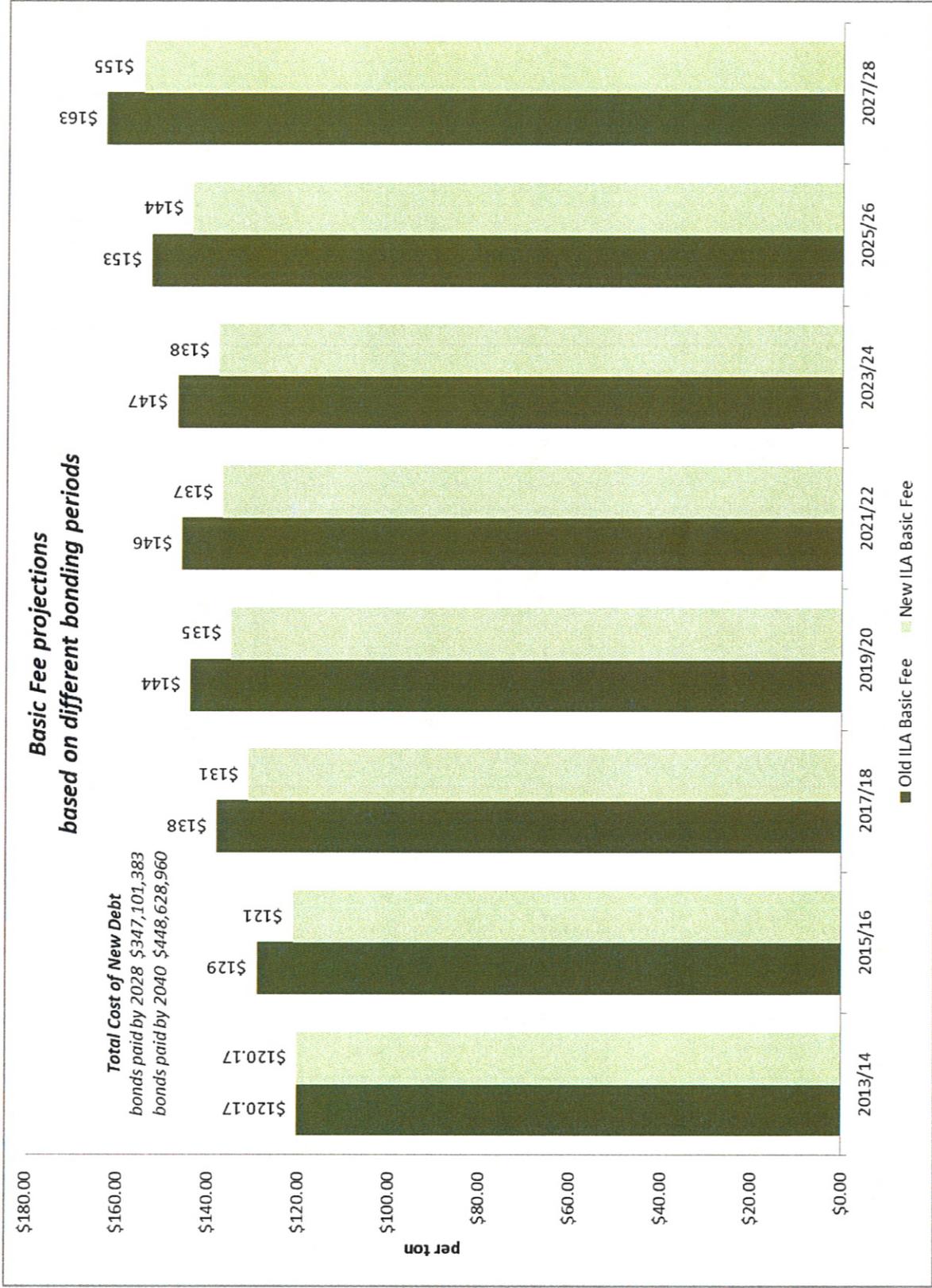
|                        | 2013/14  | 2015/16  | 2017/18  | 2019/20  | 2021/22  | 2023/24  | 2025/26  | 2027/28  |
|------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Original ILA Basic Fee | \$120.17 | \$129.00 | \$138.00 | \$144.00 | \$146.00 | \$147.00 | \$153.00 | \$163.00 |
| New ILA Basic Fee      | \$120.17 | \$121.00 | \$131.00 | \$135.00 | \$137.00 | \$138.00 | \$144.00 | \$155.00 |
| Difference             | \$0.00   | \$8.00   | \$7.00   | \$9.00   | \$9.00   | \$9.00   | \$9.00   | \$8.00   |

See chart on page 2.

**Notes:**

- *This is a planning level projection - actual fees may vary depending on a variety of circumstances, including the exact mix of Cities signing the Amended and Restated ILA*
- *For Cities not signing the new ILA, the fee includes the additional amount needed to pay for shorter-term financing - estimated fees assume interest rates for borrowing for 15 years at 2 percent and for 28 years at 3.25 percent*
- *New ILA 2015/16 fee reflects savings for longer-term bonds issued during the previous period (the 2013/14 fee of \$120.17 was based on an assumption of issuing shorter term bonds)*
- *Estimated fees are rounded to the nearest dollar*
- *Estimated fees differ from the 2012 Rate Study because assumptions for inflation and interest rates have been updated*
- *Fee estimates are based on current forecasts for tonnage, interest rates, inflation, transfer system improvements, etc.*
- *Operating expenses (labor costs, fuel, etc.) are assumed to increase at rate of inflation based on the King County Economic Forecast Council's August 2012 Seattle Annual CPI-U Forecast*

# Rate Differences Between the Solid Waste Interlocal Agreement of 1988 and the Amended and Restated Solid Waste Interlocal Agreement



Solid Waste Interlocal Agreement

C. 10/11/11

This Agreement is entered into between King County, a political subdivision of the State of Washington and The City of Black Diamond, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. This Agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated below:

King County: <sup>MOTION</sup> Ordinance No. 7143  
City: Black Diamond

PREAMBLE

This Agreement is entered into pursuant to chapter 39.34 RCW for the purpose of cooperative management of solid waste in King County. The parties support waste reduction and recycling in accordance with the solid waste management priorities of the State of Washington established pursuant to chapter 70.95 RCW. The parties shall cooperate to achieve goals for waste reduction and recycling as established by the comprehensive solid waste management plan.

The parties acknowledge their intent to meet or surpass applicable environmental standards with regard to the solid waste system. The parties agree that equivalent customer classes should receive equivalent basic services.

I. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

"Basic Services" means services provided by the King County Department of Public Works, Solid Waste Division, including the management, storage, transportation, processing, or disposal of solid waste, including the recovery of energy resources from such wastes.

"Comprehensive Solid Waste Management Plan" means the comprehensive plan for solid waste management as required by RCW 70.95.080.

"Designated Interlocal Forum" means a group formed pursuant to the Forum Interlocal Agreement comprised of representatives of unincorporated King County designated by the King County Council, representatives of the City of Seattle designated by the City of Seattle, and representatives of other incorporated cities and towns within King County that are signators to the Forum Interlocal Agreement.

"Disposal" means the final treatment, utilization, processing, deposition, or incineration of solid waste but shall not include waste reduction or waste recycling as defined herein.

"Diversion" means the directing or permitting the directing of solid waste to disposal sites other than the disposal site designated by King County.

"Energy/Resource Recovery" means "the recovery of energy in a usable form from mass burning or refuse derived fuel incineration, pyrolysis or any other means of using the heat of combustion of solid waste that involves high temperature (above 1200 degrees F) processing." (WAC 173-304-100)

"Moderate Risk Waste" means (a) any waste that exhibits any of the characteristics of hazardous waste but is exempt from regulation under this chapter solely because the waste is generated in quantities below the threshold for regulation and (b) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances." (RCW 70.105.010)

"Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof, and discarded commodities but shall not include dangerous, hazardous or extremely hazardous waste.

"System" means King County's system of solid waste transfer stations, rural and regional landfills, energy/resource recovery and processing facilities as authorized by RCW 36.58.040, and as established pursuant to the approved King County Comprehensive Solid Waste Management Plan.

"Waste Recycling" means "reusing waste materials and extracting valuable materials from a waste stream." (RCW 70.95.030)

"Waste Reduction" means reducing the amount or type of waste generated but shall not include reduction through energy recovery or incineration.

## II. PURPOSE

The purpose of this Agreement is to establish the respective responsibility of the parties in a solid waste management system which includes, but is not limited to: Planning, waste reduction, recycling, and disposal of mixed municipal solid waste, industrial waste, demolition debris and all other waste defined as solid waste by RCW 70.95.030, and moderate risk waste as defined in RCW 70.105.010.

## III. DURATION

This Agreement shall become effective on January 1, 1988, and shall remain in effect through December 31, 2027.

## IV. APPROVAL

This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within its jurisdiction. This Agreement shall be filed with the City Clerk, with the Clerk of the King County Council and with the Secretary of State of the State of Washington.

## V. REVIEW AND RENEGOTIATION

5.1 Either party may request review and/or renegotiation of any provision of this Agreement other than those specified in Section 5.2 below during the six-month period immediately preceding the fifth anniversary of the effective date of this Agreement and during the six month period immediately preceding each succeeding fifth year anniversary thereafter. Such request must be in writing and must specify the provision(s) of the Agreement for which review/renegotiation is requested. Review and/or renegotiation pursuant to such written request shall be initiated within thirty days of said receipt.

5.2 Review and/or renegotiation shall not include the issues of system rates and charges, waste stream control or diversion unless agreed by both parties.

5.3 In the event the parties are not able to mutually and satisfactorily resolve the issues set forth in said request within six months from the date of receipt of said request, either party may unilaterally request the Forum to review the issues presented and issue a written recommendation within ninety days of receipt of said request by the Forum. Review of said request shall be pursuant to the procedures set forth in the Interlocal Agreement creating the Forum and pursuant to the Forum's bylaws. The written decision of the Forum shall be advisory to the parties.

5.4 Notwithstanding any other provision in this paragraph to the contrary, the parties may, pursuant to mutual agreement, modify or amend any provision of this Agreement at any time during the term of said Agreement.

## VI. GENERAL OBLIGATION OF PARTIES

### 6.1 KING COUNTY

a. Management. King County agrees to provide county-wide solid waste management services for waste generated and collected within jurisdictions party to this Agreement.

b. Planning. King County shall serve as the planning authority within King County for solid waste including moderate risk waste but shall not be responsible for planning for hazardous or dangerous waste or any other

planning responsibility that is specifically designated by State or Federal statute.

c. Operation. King County shall be the operating authority for transfer, processing and disposal facilities, including public landfills and energy resource recovery facilities as well as closure and post-closure responsibilities for landfills which are or were operated by King County.

d. Collection Service. King County shall not provide solid waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both parties.

e. Support and Assistance. King County shall provide support and technical assistance to the City if the City seeks to establish a waste reduction and recycling program compatible with the County waste reduction and recycling plan. The County shall develop educational materials related to waste reduction and recycling and strategies for maximizing the usefulness of the materials and will make these available to the City for its use. Although, the County will not be required to provide a particular level of support or fund any City activities related to waste reduction and recycling, King County intends to move forward aggressively to establish waste reduction and recycling programs.

f. Forecast. The County shall develop waste stream forecasts as part of the comprehensive planning process and assumes all risks related to facility sizing based upon such forecasts.

g. Facilities and Services. County facilities and services including waste reduction and recycling shall be provided pursuant to the comprehensive solid waste plan. All personal and real property acquired by King County for solid waste management system purposes shall be the property of King County.

## 6.2 CITY.

a. Collection. The City, an entity designated by the City or such other entity as is authorized by state law shall serve as operating authority for solid waste collection services provided within the City's corporate limits.

b. Disposal. The City shall by ordinance designate the County disposal system for the disposal of all solid waste including moderate risk waste generated and/or collected within the corporate limits of the City and shall authorize the County to designate disposal sites for the disposal of all solid

waste including moderate risk waste generated or collected within the corporate limits of the City, except for solid waste which is eliminated through waste reduction or waste recycling activities consistent with the Comprehensive Solid Waste Management Plan. No solid waste generated or collected within the City may be diverted from the designated disposal sites without County approval.

#### VII. COUNTY SHALL SET DISPOSAL RATES AND OPERATING RULES FOR DISPOSAL

In establishing or amending disposal rates for system users, the County may adopt and amend by ordinance rates necessary to recover all costs of operation including the costs of handling, processing, disposal, defense and payment of claims, capital improvements, operational improvements and the closure of landfills which are or were operated by King County. King County shall establish classes of service for basic solid waste management services and by ordinance shall establish rates for users of each class.

#### VIII. LIABILITY

8.1 Except as provided herein, the County shall indemnify and hold harmless the City 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 VII herein. In providing such defense of the City, the County shall exercise good faith in such defense or settlement so as to protect the City's interest. For purposes of this section "claims arising out of the County's operations" shall include claims arising out 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.

8.2 If the County is not negligent, the City shall hold harmless, indemnify and defend the County for any property damages or personal injury caused in part or in whole by the City's negligent failure to comply with the provisions of Section 8.5.a.

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

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

8.5.a. All waste generated or collected from within the corporate limits of the City which is delivered to the system for disposal shall be in compliance with the resource conservation and recovery act, as amended (42 U.S.C. 6901 et seq.), RCW 70.95, King County Board of Health Rules and Regulations No. 8, and all other applicable federal, state and local environmental health laws, rules or regulations.

8.5.b. The County shall provide the City with written notice of any violation of this provision. Upon such notice, the City shall take immediate steps to remedy the violation and prevent similar future violations 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. If, in good faith, the City disagrees with the County regarding the violation, such dispute shall be resolved between the parties in Superior Court. Each party shall be responsible for its attorney's fees and costs. Failure of the City to take the steps requested by the County pending Superior Court resolution shall not be deemed a violation of this agreement; Provided, however, that this shall not release the City for damages or loss to the County arising out of the failure to take such steps if the Court finds that the City violated the requirements to comply with applicable laws set forth in this section.

8.6 City is not held harmless or indemnified with regard to any liability arising under 42 USC § 9601-9675 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) or as hereafter amended or

pursuant to any state legislation imposing liability for cleanup of contaminated property, pollutants or hazardous or dangerous substances.

#### IX. FORUM

By entering into this Agreement, the County and City agree to enter into and execute a Forum Interlocal Agreement. Such agreement shall provide for the establishment of a representative Forum for consideration and/or determination of issues of policy regarding the term and conditions of this Solid Waste Interlocal Agreement.

#### X. COMPREHENSIVE PLAN

10.1 King County is designated to prepare the comprehensive solid waste management plan and this plan shall include the City's Solid Waste Management Comprehensive Plan pursuant to RCW 70.95.080(3).

10.2 The initial comprehensive plan prepared under the terms of this Agreement shall be submitted to the King County Council and the designated interlocal Forum by December 31, 1988. The plan shall be reviewed and any necessary revisions proposed at least once every three years following the approval of the Comprehensive Plan by the State Department of Ecology. From the effective date of this Agreement until the 1988 plan is approved, the 1974 Solid Waste Management Plan as approved in 1977 by DOE shall be used to meet the requirements of RCW 70.95.185 as directed by the State Department of Ecology. King County shall provide services and build facilities in accordance with the adopted Comprehensive Plan.

10.3 The Comprehensive Plan will promote waste reduction and recycling in accordance with Washington State solid waste management priorities pursuant to chapter 70.95 RCW, at a minimum.

10.4 The comprehensive solid waste management plan will be prepared in accordance with chapter 70.95 RCW and solid waste planning guidelines developed by the Department of Ecology. The plan shall include, but not be limited to:

- a. Descriptions of and policies regarding management practices and facilities required for handling all waste types;
- b. Schedules and responsibilities for implementing policies;
- c. Policies concerning waste reduction, recycling, energy and resource recovery, collection, transfer, long-haul transport, disposal, enforcement and administration;
- d. Operational plan for the elements discussed in Item 3 above.

10.5 The cost of preparation by King County of the Comprehensive Plan will be considered a cost of the system and financed out of the rate base.

10.6 The Comprehensive Plan will be adopted when the following has occurred:

- a. The Comprehensive Plan is approved by the King County Council; and
- b. The Comprehensive Plan is approved by Cities representing three-quarters of the population of the incorporated population of jurisdictions that are parties to the Forum Interlocal Agreement. In calculating the three-quarters, the calculations shall consider only those incorporated jurisdictions taking formal action to approve or disapprove the Plan within 120 days of receipt of the Plan. The 120 day time period shall begin to run from receipt by an incorporated jurisdiction of the Forum's recommendation on the Plan, or, if the Forum is unable to make a recommendation, upon receipt of the Comprehensive Plan from the Forum without recommendation.

10.7 Should the Comprehensive Plan be approved by the King County Council, but not receive approval of three-quarters of the Cities acting on the Plan, and should King County and the Cities be unable to resolve their disagreement, then the Comprehensive Plan shall be referred to the State Department of Ecology and the State Department of Ecology will resolve any disputes regarding Plan adoption and adequacy by approving or disapproving the Comprehensive Plan or any part thereof.

10.8 King County shall determine which cities are affected by any proposed amendment to the Comprehensive Plan. If any City disagrees with such determination, then the City can request that the Forum determine whether or not the City is affected. Such determination shall be made by a two-thirds majority vote of all representative members of the Forum.

10.9 Should King County and the affected jurisdictions be unable to agree on amendments to the Comprehensive Plan, then the proposed amendments shall be referred to the Department of Ecology to resolve any disputes regarding such amendments.

10.10 Should there be any impasse between the parties regarding Plan adoption, adequacy, or consistency or inconsistency of any permits or programs adopted or proposed are consistent with the Comprehensive Plan, then the Department of Ecology shall resolve said disputes.

#### XI. FORCE MAJEURE

The parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of either party to this Agreement.

#### XII. MERGER

This Agreement merges and supersedes all prior negotiations, representation and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties except with regard to the provision of the Forum Interlocal Agreement.

#### XIII. WAIVER

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

XIV. THIRD PARTY BENEFICIARY

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

XV. SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

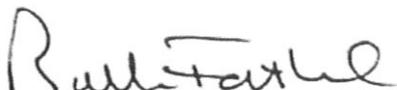
XVI. NOTICE

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

CITY

KING COUNTY





MAYOR

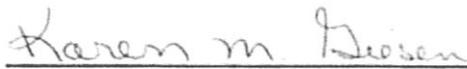
KING COUNTY EXECUTIVE

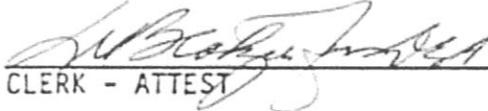
DATE: 12-3-87

DATE: 7/5/88

PURSUANT TO ORDINANCE NO. \_\_\_\_\_

PURSUANT TO ~~ORDINANCE~~ <sup>MOTION</sup> NO. 7143



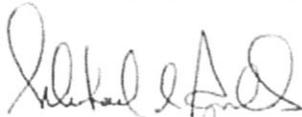


CLERK - ATTEST

CLERK - ATTEST

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM ~~AND LEGALITY~~





CITY ATTORNEY

KING COUNTY DEPUTY PROSECUTING ATTORNEY

DATE: 12/3/87

DATE: 7/5/88

Black Diamond

~~Black Diamond~~

ORIGINAL

FORUM INTERLOCAL AGREEMENT

UU

DEC 21 1987

J

DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION

This Agreement is entered into between King County, a political subdivision of the State of Washington, the City of Seattle, and the cities and towns set forth below, all municipal corporations located within the boundaries of King County, hereinafter referred to as "County" and "Cities". This Agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated on the signature pages.

I. PREAMBLE

This Agreement is entered into for the purposes of establishing a Forum composed of representatives from the Cities and the County that will consider issues of policy regarding terms and conditions of the Solid Waste Interlocal Agreement entered into individually between each City and the County.

II. PURPOSE

The purpose of this Agreement is to establish the Forum and the terms and conditions by which the parties shall discuss and/or determine policy and development of a Comprehensive Solid Waste Management Plan.

III. DURATION

This Agreement shall become effective on January 1, 1988, and shall remain in effect through December 31, 2027.

#### IV. APPROVAL

This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within the Department's statutory jurisdiction, if any. This Agreement shall be filed with each City Clerk, with the Clerk of the King County Council, and the Secretary of State of the State of Washington.

#### V. SCOPE OF RESPONSIBILITIES

The scope of the responsibilities of the Forum is as follows:

1. Advise the King County Council, the King County Executive and other jurisdictions as appropriate, on all policy aspects of solid waste management and planning.
2. Consult with and advise King County Solid Waste Division on technical issues related to solid waste management and planning.
3. Review and comment on alternatives and recommendations for King County comprehensive solid waste management plan and facilities a review and/or approval of the plan by each jurisdiction.
4. Review subsequent proposed interlocal agreements between King County and Cities for planning, waste recycling and reduction, and waste stream control.
5. Review and comment on disposal rate proposals.

6. Review and comment on status reports on waste stream reduction, recycling, energy/resource recovery and solid waste operations with interjurisdictional impact.
7. Promote information exchange and interaction between waste generators, local government with collection authority, recyclers and County planned and operated disposal systems.
8. Provide coordination opportunities between King County Solid Waste Division, Cities, private operators and recyclers.
9. Aid Cities in recognizing municipal solid waste responsibilities, including collection and recycling, and effectively carrying out those responsibilities.

#### VI. MEMBERSHIP

6.1 The Forum shall consist of a 12 member group of representatives of unincorporated King County designated by the King County Council, representatives of the City of Seattle designated by the City of Seattle, and representatives of other incorporated cities and towns within King County that are signators to this agreement designated by the Suburban Cities Association. Members of the Forum shall be established on the most current population estimates as published by the Washington office of Financial Management.

Currently, unincorporated King County composes 41 percent; Seattle, 36 percent; and Suburban Cities, 23 percent of the total population. The calculations are determined as follows:

|                            |      |     |   |      | <u>Members</u> |
|----------------------------|------|-----|---|------|----------------|
| Unincorporated King County | 12 x | 41% | = | 4.92 | 5              |
| Seattle                    | 12 x | 36% | = | 4.32 | 4              |
| Suburbs                    | 12 x | 23% | = | 2.76 | <u>3</u>       |
| Total                      |      |     |   |      | 12 + Chair     |

6.2 In calculating the number of representatives on the Forum, all numbers .5 and greater are to be rounded up to the nearest whole number. Proportional representation of the Forum will be reviewed once every five years during the life of this agreement and necessary revisions shall be made to the proportional representation according to the formula set forth above based on population change as established by the most current census.

6.3 In addition to the 12 members of the Forum, a citizen chair shall be selected or removed by a majority vote of all members of the Forum. Each representative shall have an equal vote on all Forum decisions. The Chair shall vote only in the case of a tie on any vote of the Forum.

#### VII. MEETINGS

Unless otherwise provided, Roberts Revised Rules of Order shall govern all procedural matters related to the business of the Forum. There shall be a minimum of two meetings each year and not less than 14 days written notice shall be given to members prior to such meeting. Four or more members or the

Chair may declare an emergency meeting with 24 hours written notice to the members. The first meeting shall be held no later than March 1, 1988, and the time, date and location shall be set by King County after consultation with the representatives of Seattle and the other cities and towns.

#### VIII. BYLAWS

8.1 The Forum shall, within sixty days after its first meeting, adopt bylaws for the operation of the Forum. Such bylaws shall recognize that this Forum shall function in the place of the Puget Sound Council of Governments Committee on Solid Waste and the Solid Waste Management Board of the King Sub-regional Council. This Interlocal Forum shall not report to nor have responsibilities to or for either committee or council. 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.

8.2 The bylaws shall provide, among other things, that the Forum shall make an annual written report to the public, and the parties to this Agreement on Forum activities and the status of the solid waste systems in King County. The bylaws may also provide for such other reports as deemed necessary.

8.3 The bylaws shall also provide for the manner in which the Forum will provide its consultative and participatory advice regarding the solid waste management plan.

#### IX. STAFFING AND OTHER SUPPORT

Staffing, supplies and equipment for the Forum shall be supplied by and through the Puget Sound Council of Governments, its successor, or other entity. Reimbursement to the Puget Sound Council of Governments for such staffing, supplies and equipment shall be agreed upon and paid by King County from monies collected from the solid waste rates and charges, after considering recommendations by the Forum to King County. The Forum shall submit an appropriation request to the County by May 31 of each year or such other mutually agreed upon date. King County may, subject to approval by a two-thirds vote of all constituted representatives of the Forum, terminate the staffing with Puget Sound Council of Governments and provide such staffing, supplies and equipment by other means.

#### X. FORCE MAJEURE

The parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of any party to this agreement.

#### XI. MERGER

This Agreement merges and supersedes all prior negotiation, representation and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties except with regard to the provisions of the Solid Waste Interlocal Agreement.

## XII. WAIVER

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

## XIII. THIRD PARTY BENEFICIARY

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

## XIV. SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below, pursuant to the legislative action set forth below.

CITY

KING COUNTY

*Shawal Bhatt*  
Mayor

*Raul Fatho*  
King County Executive

12-3-87  
Date

7/5/88  
Date

Pursuant to Ordinance No. \_\_\_\_\_

Pursuant to ~~Ordinance~~ <sup>MOTION</sup> No. 7143

*Karen m. Biesen*  
Clerk-Attest

*Subhas J. J. J.*  
Clerk-Attest

Approved as to form and legality

Approved as to form ~~and legality~~

*Michael Bond*  
City Attorney

*James O. Rose*  
King County  
Deputy Prosecuting Attorney

12/3/87  
Date

7/5/88  
Date

3269L-14L

ORIGINAL

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 Black Diamond, 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,

Addendum to  
Solid Waste Interlocal Agreement  
and Forum Interlocal Agreement

the Regional Policy Committee, has been deemed to meet the 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

Addendum to  
Solid Waste Interlocal Agreement  
and Forum Interlocal Agreement

Interlocal Forum which are defined in the Agreements. The terms 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.

Addendum to  
Solid Waste Interlocal Agreement  
and Forum Interlocal Agreement

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  
  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Pursuant to Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Clerk - Attest

Approved as to form and legality

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

KING COUNTY  
  
\_\_\_\_\_  
King County Executive

3-15-96  
\_\_\_\_\_  
Date

Pursuant to Motion No. 9297

\_\_\_\_\_  
Clerk - Attest

Approved as to form and legality

N/A  
\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Date

**King County Solid Waste Interlocal Agreement  
Briefings, Statements of Interest and ILA Approval  
April 3, 2013**

| City               | Briefings by Solid Waste Division               | Briefings by City staff and/or SCA   | Statement of Interest                        | Approved New ILA     | New ILA Received     | Voted to Stay with 1988 ILA |
|--------------------|---|--|--|----------------------|----------------------|-----------------------------|
| Algona             |   | Jan 22 <sup>nd</sup> City Council<br>Mar 12 <sup>th</sup> at Council   | Received Jan 25 <sup>th</sup> Likely to sign | Mar 12 <sup>th</sup> | Mar 19 <sup>th</sup> |                             |
| Auburn             |   | Feb 19 <sup>th</sup> ILA on Council Agenda   | Received Jan 23 <sup>rd</sup> Likely to sign | Feb 19 <sup>th</sup> | Feb 25 <sup>th</sup> |                             |
| Beaux Arts Village | Jan 8th City Council                            | Jan. 28 <sup>th</sup> City Council   | Received Jan 28 <sup>th</sup> Likely to sign |                      |                      | Mar 25 <sup>th</sup>        |
| Bellevue           |   | Jan 17 <sup>th</sup> City Council  | Received Jan 25 <sup>th</sup> Likely to sign |                      |                      |                             |
| Black Diamond      |   |  |  |                      |                      |                             |
| Bothell            | Apr 9 City Council                              | Jan 28 <sup>nd</sup> City Council presentation and Statement of Interest   | Received Jan 29 <sup>th</sup> Likely to sign | Mar 18 <sup>th</sup> | Mar 22 <sup>nd</sup> |                             |
| Burien             |   | Mar 18 <sup>th</sup> City Council: ILA on consent agenda   |  | Jan 15 <sup>th</sup> | Jan 28 <sup>th</sup> |                             |
| Carnation          |   | Jan 8th Review at City Council<br>Feb 12th Council briefing<br>Mar 12 <sup>th</sup> Council considers ILA<br>Apr 9 <sup>th</sup> Council action on ILA | Received Jan 31 <sup>st</sup> Likely to sign |                      |                      |                             |
| Clyde Hill         |   | Mar 12: Council agenda   | Received Jan 23 <sup>rd</sup> Likely to sign | Mar 12 <sup>th</sup> | Mar 19 <sup>th</sup> |                             |
| Covington          | Jan 22 <sup>nd</sup> City Council               |  |  | Jan 24 <sup>th</sup> | Mar 11 <sup>th</sup> |                             |
| Des Moines         | Jan 10 <sup>th</sup> / 24 <sup>th</sup> Council |  |  | Mar 14 <sup>th</sup> | Mar 19 <sup>th</sup> |                             |
| Duval              |   | Mar 14th Council Agenda  | Received Jan 11th: Likely to sign            |                      |                      |                             |
| Enumclaw           |   | Jan 28 <sup>th</sup> Public Works Committee<br>Mar 11 <sup>th</sup> ILA on Council Agenda for Action   | Received Dec 28th Likely to sign             | Mar 11 <sup>th</sup> |                      |                             |

| City             | Briefings by Solid Waste Division | Briefings by City staff and/or SCA   | Statement of Interest   | Approved New ILA     | New ILA Received     | Voted to Stay with 1988 ILA |
|------------------|-----------------------------------|--|---|----------------------|----------------------|-----------------------------|
| Federal Way      | Jan 15 <sup>th</sup> City Council | Jan 22 <sup>nd</sup> Finance, Economic Development and Regional Affairs Committee – SCA Presenting April 2nd – Council considers Action on ILA<br>On Council's April 8 <sup>th</sup> Agenda for Action | Received Jan 24 <sup>th</sup> Likely to sign  | Apr 2 <sup>nd</sup>  |                      |                             |
| Hunts Point      |                                   | Mar 4 <sup>th</sup> Council Agenda   | Received Jan 9 <sup>th</sup> Likely to sign   |                      |                      |                             |
| Issaquah         |                                   | Jan 22 <sup>nd</sup> City Council  | Received Jan 31 <sup>st</sup> Likely to sign  | Mar 4 <sup>th</sup>  | Mar 22 <sup>nd</sup> |                             |
| Kemmore          |                                   | Jan 19 <sup>th</sup> , ILA on council consent agenda   |   | Jan 22 <sup>nd</sup> |                      |                             |
| Kent             | Jan. 7 <sup>th</sup> PW Comm      | Jan 15 <sup>th</sup> City Council  | Received Jan 28 <sup>th</sup> Likely to sign<br>Feb 19 <sup>th</sup> ILA on Council Agenda for Action | Feb 19 <sup>th</sup> | Feb 25 <sup>th</sup> |                             |
| Kirkland         |                                   | Jan 10 <sup>th</sup> City Council<br>Feb 28 <sup>th</sup> Council discussion<br>Mar 14 <sup>th</sup> council action  | Received Jan 25 <sup>th</sup> Likely to sign  | Feb 19 <sup>th</sup> | Mar 5 <sup>th</sup>  |                             |
| Lake Forest Park |                                   | Jan 10 <sup>th</sup> City Council<br>Feb 28 <sup>th</sup> Council discussion<br>Mar 14 <sup>th</sup> council action  | Received Jan 29 <sup>th</sup> Likely to sign  | Mar 14 <sup>th</sup> | Mar 21 <sup>st</sup> |                             |
| Maple Valley     | Feb 4 <sup>th</sup> City Council  | Mar 11 <sup>th</sup> ILA on council consent agenda   | Received Jan 16 <sup>th</sup> Likely to sign  | Mar 11 <sup>th</sup> | Mar 19 <sup>th</sup> |                             |
| Medina           |                                   | Jan 22 <sup>nd</sup> City Council  | Received Jan 24 <sup>th</sup> Likely to sign  | Mar 18 <sup>th</sup> | Mar 26 <sup>th</sup> |                             |
| Mercer Island    |                                   | Jan 15 <sup>th</sup> City Council  | Received Jan 17 <sup>th</sup> : Likely to sign  |                      |                      |                             |
| Newcastle        |                                   | On Council's April 1 <sup>st</sup> Agenda for Action<br>Rescheduled for Council's April 16 <sup>th</sup> meeting   |   |                      |                      |                             |
| Normandy Park    | Feb 12 <sup>th</sup> Council      |  | Received Jan 28 <sup>th</sup> Likely to sign  | Feb 12 <sup>th</sup> | Feb 28 <sup>th</sup> |                             |
| North Bend       |                                   |  | Received Feb. 13 <sup>th</sup> Likely to sign   | Mar 18 <sup>th</sup> | Mar 22 <sup>nd</sup> |                             |
| Pacific          | Apr 1 <sup>st</sup> City Council  | Scheduled for Council's April 8 <sup>th</sup> meeting for Action   |   |                      |                      |                             |
| Redmond          |                                   | Feb 25 <sup>th</sup> Utilities Committee   | Received Jan 10 <sup>th</sup> Likely to sign  | Feb 19 <sup>th</sup> | Mar 15 <sup>th</sup> |                             |
| Renton           |                                   | Feb 19 <sup>th</sup> City Council  | Received Jan 25 <sup>th</sup> Likely to sign  | Feb 19 <sup>th</sup> | Feb 25 <sup>th</sup> |                             |
| Sammamish        |                                   |  |   |                      |                      |                             |



**King County**  
 Department of Natural Resources and Parks  
 Solid Waste Division

| City         | Briefings by Solid Waste Division | Briefings by City staff and/or SCA  | Statement of Interest                                 | Approved New ILA     | New ILA Received     | Voted to Stay with 1988 ILA |
|--------------|-----------------------------------|---|---|----------------------|----------------------|-----------------------------|
| SeaTac       |                                   | Feb. 12th Council's Consent Agenda  | Received Jan 24 <sup>th</sup> Likely to sign          | Feb 11 <sup>th</sup> | Feb 21st             |                             |
| Shoreline    | Jan 7 <sup>th</sup> City Council  |   | Jan 28 <sup>th</sup> on City Council's Consent Agenda | Jan 28 <sup>th</sup> | Apr 3 <sup>rd</sup>  |                             |
| Skykomish    |                                   | Feb. 25 <sup>th</sup> Council discussion of ILA<br>Mar 11 <sup>th</sup> Council action on ILA |   | Mar 11 <sup>th</sup> |                      |                             |
| Shoquahmie   |                                   | Jan 28 <sup>th</sup> Council Agenda<br>Feb 19 <sup>th</sup> on PW Comm Agenda                 |   | Mar 12 <sup>th</sup> | Mar 15 <sup>th</sup> |                             |
| Tukwila      |                                   | Feb. 4 <sup>th</sup> : Council Action on ILA  | Received Jan 20 <sup>th</sup> Likely to sign          | Feb 4 <sup>th</sup>  | Mar 11 <sup>th</sup> |                             |
| Woodinville  |                                   | Feb. 5 <sup>th</sup> City Council   |   | Feb 4 <sup>th</sup>  | Mar 14 <sup>th</sup> |                             |
| Yarrow Point | May 14 <sup>th</sup> Council      |   | Feb 12 <sup>th</sup> Likely to sign                   |                      |                      |                             |