

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE,  
SPOKANE COUNTY AND THE CITY OF MILLWOOD

SPOKANE REGIONAL SOLID WASTE MANAGEMENT SYSTEM.

RECITALS

WHEREAS, the City of Spokane, a first class charter city duly organized and existing under and by virtue of the laws of the State of Washington (the "City"), and the County of Spokane, a class A county duly organized and existing under and by virtue of the laws of the State of Washington (the "County"), have the power to control the management, handling and disposal of solid waste ("solid waste management") within the City and unincorporated area of the County (the "region"), respectively;

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

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

WHEREAS, the City and County initiated the Spokane Regional Solid Waste Disposal Project in 1984 in order to develop a necessary solid waste management system and plan including appropriate waste reduction and recycling provisions and litter control provisions; and

WHEREAS, after years of planning and the completion of an adequate environmental impact statement and vendor selection process, and after due consideration of the environmental, social, technical, economic and other relevant factors, including public and governmental comment, and observance of applicable federal, state, and local procedures, the City and County established a cooperative project for the management, handling and disposal of solid waste generated within the City and the unincorporated areas of the County by execution of an Interlocal Cooperation Agreement by a joint Resolution adopted on November 3, 1987, as superseded by an Interlocal Cooperation Agreement adopted by the City and County on October 10, 1988 (hereinafter collectively referred to as the "County Interlocal Cooperation Agreement"); and

WHEREAS, the County, by the County Interlocal Cooperation Agreement has agreed to exercise its police powers, and designate the System, as the site for disposal of solid waste collected within the unincorporated area of the County by its Flow Control Ordinance subject to the exception set forth therein; and

WHEREAS, Millwood now desires, in consideration for the City handling the disposal of Solid Waste at the System, to agree to exercise its police power and authority to designate the System as the sole site for disposal of Solid Waste under its control;

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

Section 1: DEFINITIONS.

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

- A. Annual Budget shall mean the System budget for a Fiscal Year, as adopted or amended by the City in accordance with Section 8.12 of the Bond Ordinance.
- B. City shall mean the City of Spokane, Washington, a first class charter city of the State of Washington.
- C. County shall mean Spokane County, Washington a class A county of the State of Washington.
- D. County Interlocal Cooperation Agreement shall mean the Interlocal Cooperation Agreement between the City and the County for the ownership, financing and management of the system and any amendments thereof.
- E. Millwood shall mean the City of Millwood, Washington a 4th class city of the State of Washington.
- F. Facility shall mean the mass burn resource recovery steam and electric generating facility to be constructed pursuant to the Construction Contract; such facility is the "Facility" as such term is defined in the Construction Contract.
- G. Regional Cities shall mean all incorporated cities and towns in Spokane County, except the City of Spokane, which has entered into, or hereafter enters into a Regional City Interlocal Agreement.
- H. Solid Waste includes garbage and refuse and shall mean all putrescible and non-putrescible wastes, whether in solid or in liquid form except liquid-carried industrial wastes and sewage, and including garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, digested sludge, vegetable or animal solid and semi-solid materials. Solid Waste does not include Recyclable Materials or Hazardous Waste. All materials deposited in cans or containers for collection, (other than Recyclable Materials or Hazardous Waste), shall be deemed Solid Waste.

I. System shall mean the existing Spokane Regional Solid Waste Management System comprised of all property, real or personal, tangible, or intangible that is now owned or hereafter acquired by the City and is used or useful by the City (i) in connection with the collection and disposal of Solid Waste generated within the City's boundaries and (ii) in connection with the disposal of Solid Waste generated and collected elsewhere and delivered to the System for disposal. As of the date hereof, the System includes, without limitation, (a) the City's Northside landfill, (b) the right of the City to dispose of Solid Waste at the county's Mica Landfill pursuant to the County Interlocal Agreement, and (c) the City's refuse collection system and all facilities and equipment appurtenant thereto, together with all equipment, rolling stock facilities, properties, whether real or personal, and vehicles necessary or incident thereto.

All capitalized terms used herein, which are not defined, shall have the meanings given to them in the Bond Ordinance.

Section 2: PURPOSE.

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

Section 3: SOLID WASTE TO SYSTEM.

A. Millwood hereby covenants, agrees and contracts to exercise its police power and authority to direct the deposit of Solid Waste generated within its geographical boundaries to the System.

B. The following are specifically exempted from the provisions of subsection A:

(1) Wrecking automobiles and parts thereof including storage and handling facilities, minor reclamation of scrap metal, glass, discarded clothing, paper, and their associated facilities which leads to resale or reuse of said material where no charge is made for collection or disposal to the originator.

(2) Depositing soil, rock, tree stumps, gravel, broken concrete, broken asphalt, and similar inert wastes onto the surface of the ground whereby such depositing is to be temporary in nature, graded, and otherwise worked to fill an existing depression or low area of ground.

(3) Depositing agricultural Solid Waste onto or under the surface of the ground when said waste is being utilized primarily for fertilized or a soil conditioner, or is being deposited on ground owned or leased by the person responsible for the production of said waste as long as depositing such waste does not create a nuisance.

(4) Depositing sewage and/or sludge onto or under the surface of the ground at a Disposal Site which has otherwise been issued a Permit by a local, state or federal agency to be operated, maintained or managed for that purpose.

(5) Depositing Hazardous Wastes or Dangerous Wastes onto or under the surface of the ground at a Disposal Site which has otherwise been issued a Permit by a local, state or federal agency to be operated, maintained, or managed for this purpose.

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

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

#### Section 4: ADMINISTRATION.

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

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

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

#### Section 5: TIPPING FEES.

A. The Tipping Fees charged for disposal of Solid Waste at the System shall be that established by the City. Tipping Fees shall be uniform for the same class of service, except that Tipping Fees at the system's transfer stations and the Facility may differ to reflect the costs of transporting Solid Waste from the transfer stations to the facility. The City has included and shall continue to include in the Tipping Fee a "landfill closure component" which will be allocated between the City, the County, and the Regional cities as provided herein and in the County Interlocal Cooperation Agreement. The Tipping Fees will not be used for payment of City of Spokane collection costs.

B. If Millwood is determined to have liability under Initiative 97 or the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) in connection with any landfill, the System shall allocate to Millwood a portion of the revenues from the landfill closure component of the System's tipping fees. Such allocation of revenues shall be in the same proportion that Millwood's Solid Waste generated and delivered to the system bears to the total non-City Solid Waste generated in the County and delivered to the System each year. The portion of non-City Solid Waste generated and delivered to the System by Millwood shall be determined by the population of Millwood com-

pared to the total non-City population of the County or by such other mechanism as may be mutually agreed upon by the City, the County and Millwood.

C. The landfill closure component of the Tipping Fee will be increased or decreased periodically as deemed necessary by the City to generate the amount of funds required by the County or Regional Cities for landfill closure purposes within the limitations set forth in the County Interlocal Cooperation Agreement.

D. Allocation of the revenues from the landfill closure component of the Tipping Fee will be made monthly to reflect the actual proportions based upon weight of Solid Waste delivered or caused to be delivered to the System each year by the City, County, and Regional Cities. The determination of the total weight of Solid Waste delivered or caused to be delivered to the system by the City, the County, and Regional Cities, shall be made through the use of Scale systems or, at any Disposal Site where Scale Systems are not available, by converting volumes of Solid Waste to tons of Solid Waste at the agreed upon rates of 3 1/3 cubic yards of compacted Solid Waste to one ton of Solid Waste and 6 2/3 cubic yards of noncompacted Solid Waste to one tone of Solid Waste. The determination of whether any particular Solid Waste delivered to a disposal site by any person is from the City or from other areas of the County shall be determined by the City through such methods or systems as the City and the County shall agree and deem appropriate.

Section 6: UTILITY TAX.

If the City or the County should impose a utility tax on the disposal of Solid Waste at the System, the proceeds of that utility tax on disposal of Solid Waste generated within the County shall be shared, after the deduction of all appropriate and reasonable administrative costs, between the City, the County and the Regional Cities proportionately based upon the tons of Solid Waste delivered to the System from the City, the Regional Cities, and the tons of Solid Waste delivered to the System from other sources. The allocation of the utility tax will be determined in the manner specified in Section 5C of this Agreement

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

Pursuant to RCW 70.95.080(3), Millwood hereby authorizes the County acting independently, or through its consultants or agents, to prepare a plan for Millwood solid waste management as a part of the revisions to the Spokane County Comprehensive Solid Waste Management Plan Update in 1989 and every five (5) years thereafter as provided in RCW 70.95.110, or as required by the Washington State Department of Ecology under 70.95.100. The 1989 revisions, as well as subsequent amendments to such plan, may include the preparation of a Local Hazardous Waste Plan, a Recycling Plan and any environmental documents required therefore. The City will provide drafts of the Plan and any updates

and will notify Millwood of meetings in regard to the same. The Plan and any updates will be submitted to Millwood for their approval.

Section 8: AMENDMENT.

Amendment of this Agreement may be made only by written agreement of the parties.

Section 9: DURATION AND TERMINATION.

A. This Agreement shall be for the term of 25 years or for such longer term as the Series 1988 Bonds or any Additional Bonds remain Outstanding.

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

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

Section 10: HEADINGS.

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, limit or extend the scope or intent of the sections to which they apply.

Section 11: ALL WRITINGS CONTAINED HEREIN.

This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the parties to execute the same.

Section 12: FILING OF THE AGREEMENT.

The City of Spokane and Millwood shall file this Agreement with the respective City Clerks and the City shall file this Agreement with the Spokane County Auditor and Secretary of State.

Section 13: SEVERABILITY.

In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

Section 14: EFFECTIVE DATE.

This Agreement shall become effective immediately after it is duly adopted by the Board of Spokane County Commissioners, and the Councils of the Cities of Spokane and Millwood.

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

DATED this 24<sup>th</sup> day of April, ~~1989~~ 1991.

CITY OF SPOKANE

BY: Sheri S. Barnard  
Sheri Barnard, Mayor

Terry L. Novak  
Terry L. Novak,  
City Manager

Attest:  
SPOKANE

Priscilla J. Montgomery  
City Clerk

Approved as to Form:

Michael D. Piccolo  
Assistant City Attorney

DATED this 1 day of May, ~~1989~~ 1991.

SPOKANE COUNTY, WASHINGTON

BY: John R. McBride  
John R. McBride, Commissioner

Pat Munnery  
Pat Munnery, Chairman

Steve Hasson, Commissioner

ATTEST

William E. Donahue  
William E. Donahue  
Clerk of the Board

Approved:

Marshall R. Farnell  
Marshall R. Farnell  
Chief Administrative Officer

Approved as to Form:

James P. Emacio,  
Chief Civil Deputy  
Prosecuting Attorney

Attest:

Eva L. Colomb  
City Clerk

City of Millwood

BY: Chas O Peres  
Mayor

Approved as to form:

Jack Bennett  
City Attorney

RECEIVED  
FILED OR RECORDED  
REQUEST OF Co Commissioners  
MAY 10 3 00 PM '91

WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE, COUNTY, WASH.

FREESE

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THIS IS TO CERTIFY THIS IS A TRUE AND  
CORRECT COPY OF THE ORIGINAL DOCUMENT  
NO. 91-0567 ON FILE IN THE COUNTY  
CC. SSIGNERS MINUTES OF 5-7-91  
DATED MAY 22 DAY OF MAY, 1991  
BY: [Signature]  
CLERK OF THE BOARD

Attn Lasanne