

County and City Responsibilities under the Original and the Amended and Restated Interlocal Agreements

March 13, 2015

ORIGINAL ILA	AMENDED AND RESTATED ILA	STATUS
<b>Purpose</b>		
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.	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.	
<b>COUNTY RESPONSIBILITIES</b>		
<b>Management</b>		
King County agrees to provide: solid waste management services and disposal or designate disposal sites for solid and moderate risk wastes.	King County agrees to provide: solid waste management services and disposal or designate disposal sites for solid and moderate risk wastes.	Ongoing
<b>Planning</b>		
King County shall serve as the planning authority for solid and moderate risk waste (not hazardous or dangerous waste). King County is designated to prepare the Comprehensive Solid Waste Management Plan(RCW 70.95.080(3))	King County shall serve as the planning authority for solid and moderate risk waste (not hazardous or dangerous waste). King County is designated to prepare the Comprehensive Solid Waste Management Plan(RCW 70.95.080(3))	Ongoing – currently drafting update to 2013 Draft Comprehensive Solid Waste Management Plan. The adopted 2001 Comprehensive Solid Waste Management Plan still applies.
<b>Operation</b>		
King County shall be or shall designate or authorize the operating authority for transfer, processing and disposal facilities.	King County shall be or shall designate or authorize the operating authority for transfer, processing and disposal facilities.	Ongoing
<b>Support and Assistance</b>		
a. 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. b. King 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.	a. 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. b. King 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.	Ongoing  Ongoing

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<b>Forecast</b>		
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.	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.	Updated at least once a year for the budget.
<b>Facilities and Services</b>		
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.	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.	Ongoing
<b>Financial Policies</b>		
	The County will maintain financial policies to guide the System's operations and investments. The policies 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.	SWD worked with subcommittee of MSWMAC to develop financial policies to be included in the Comp Plan
<b>Disposal Rates and Operating Rules for Disposal</b>		
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	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 customers for solid waste management service	SWD will be doing a rate study, along with a study on different rate structures, which will include looking at establishing different rates for classes of customers.

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management services and by ordinance shall establish rates for users of each class.	and by ordinance shall establish rates for classes of customers.	
	A use valuation shall be prepared consistent with Member Appraisal Institute (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 (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.	This process was used to establish current rent – reducing it from \$9 million/year to \$2 million/year.
<b>Environmental Liability</b>		
	Use disposal rate 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.	SWD is working with Risk Management to determine viability of purchasing insurance. Future briefings to be scheduled.
	Use disposal rates to establish and maintain a reserve fund (Environmental Reserve Fund) to help pay the Parties' Environmental Liabilities not already covered by system rates or Environmental Liability insurance. The County shall retain the Environmental Reserve Fund for a minimum of 30 years following the closure of the Cedar Hills Landfill.	Will be evaluated in the next rate study.
	If funds available through environmental liability insurance and the Environmental Reserve Fund 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	

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	with MSWAC.	
<b>Mitigation</b>		
	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	Ongoing
	Prior to making a threshold determination under SEPA, the County will provide a copy of the SEPA environmental checklist, if any, and proposed SEPA threshold determination to any identifiable Host City and adjacent or neighboring city that is signatory to the Agreement and that may be affected by the project and seek their input.	SWD worked with Bellevue for the Factoria Station and is now working with Algona in the siting process for a new South County Transfer Station.
	The County will meet with any potential Host City 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.	SWD worked with Bellevue for the Factoria Station and is now working with Algona in the siting process for a new South County Transfer Station.
	The County will meet with any Host City and any neighboring city to seek input on any required "project permits"	SWD worked with Bellevue for the Factoria Station and is now working with Algona in the siting process for a new South County Transfer Station.
	If a Host City requests mitigation payments, the County, in coordination with the City and any necessary technical consultants, will develop any analysis that is reasonable and appropriate to identify impacts.	SWD worked with Bellevue for the Factoria Station and is now working with Algona in the siting process for a new South County Transfer Station.
<b>Renegotiation</b>		
Either party may request review and/or renegotiation of any provision of the Agreement 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	At least 7 years before the date that the County projects that the Cedar Hills Landfill will close, or prior to the end of the Agreement, whichever is sooner, the County will engage with MSWAC and SWAC, 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	

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requested. Review and/or renegotiation pursuant to such written request shall be initiated within thirty days of said receipt.	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.	
<b>CITY RESPONSIBILITIES</b>		
<b>Collection</b>		
The City shall serve as operating authority for solid waste collection services provided within the City's corporate limits.	The City shall serve as operating authority for solid waste collection services provided within the City's corporate limits.	Ongoing
<b>Disposal</b>		
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 City's limits. The City shall also authorize the County to designate disposal sites for the disposal of all solid waste including moderate risk waste generated or collected with the City's limits.	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 City's limits. The City shall also authorize the County to designate disposal sites for the disposal of all solid waste including moderate risk waste generated or collected within the City's limits.	We will be seeking input from the cities.
<b>Mitigation</b>		
	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.	
<b>JOINT RESPONSIBILITIES</b>		
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.		Ongoing
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.		Ongoing