ORIGINAL

RECEIVED
NOV 30 1987
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

Solid Waste Interlocal Agreement

This Agreement is entered into between King County, a political subdivision of the State of Washington and the Town of Yarrow Point, 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: Motion ~~Ordinance~~ No. 7143

City: Motion 11/10/87

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

MAYOR

DATE: 11-10-87

~~PURSUANT TO ORDINANCE NO.~~

The Mayor was authorized by Motion of the Council to sign at regular meeting 11/10/87.

CLERK - ATTEST

KING COUNTY

KING COUNTY EXECUTIVE

DATE: 7/5/88

PURSUANT TO ~~ORDINANCE~~ MOTION NO. 7143

CLERK - ATTEST

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

DATE: 11/10/87

APPROVED AS TO FORM ~~AND LEGALITY~~

KING COUNTY DEPUTY PROSECUTING ATTORNEY

DATE: 7/5/88

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RECEIVED
NOV 30 1987
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

ORIGINAL

FORUM INTERLOCAL AGREEMENT

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:

				Members
Unincorporated King County	12 x	41% =	4.92	5
Seattle	12 x	36% =	4.32	4
Suburbs	12 x	23% =	2.76	3
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.

Yarrow Point

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

Mayor

11-10-87
Date

The Mayor was authorized by Motion of the Council to sign at regular meeting 11/10/87.

~~Pursuant to Ordinance No.~~ _____

Courtney L. Thomas
Clerk-Attest

Approved as to form and legality

Ronald C. Dickinson
City Attorney

11/10/87
Date

KING COUNTY

King County Executive

7/5/88
Date

Pursuant to ~~Ordinance~~ MOTION No. 7143

for DEA
Clerk-Attest

Approved as to form ~~and legality~~

King County
Deputy Prosecuting Attorney

7/5/88
Date

3269L-14L

IRG 11.10.32 / Mike L

ORIGINAL

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OCT 18 1996
DEPT. OF PUBLIC WORKS
SOLID WASTE DIVISION

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

PREAMBLE

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

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

I. PURPOSE

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

II. DEFINITIONS

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

III. FORUM

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

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	KING COUNTY
Paul E. Wilcox	Pam Bessonnette for
Mayor	King County Executive
	6/3/96
Date	Date
Pursuant to Resolution No. _____	Pursuant to Motion No. _____
	Rose M. Dotse
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

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