

June 23, 1997

Introduced By:

Larry Gossett
Brian Derdowski

ST/423P2

Proposed No.:

97- 440

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MOTION NO. **10258**

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A MOTION authorizing the County Executive to enter into interlocal agreements with the city of Maple Valley relating to the County's provision of local services.

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WHEREAS, the city of Maple Valley (the "city") will incorporate on August 31, 1997, and

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WHEREAS, the city desires to secure certain municipal services from the county for its

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residents, and

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WHEREAS, the county is willing and able to provide the requested municipal services;

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NOW, THEREFORE, BE IT MOVED by the Council of King County:

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The county executive is hereby authorized to execute interlocal agreements, substantially

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in the forms attached, with the city of Maple Valley for the county to provide the following

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services:

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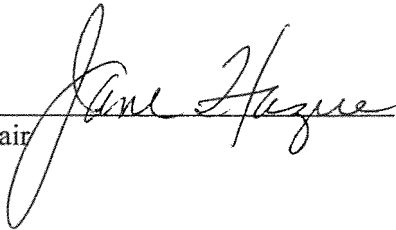
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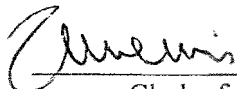
1. Building and Land Use (Dept. Of Dev. and Environmental Services);
2. Solid Waste Disposal;
3. Solid Waste Interlocal Forum and Addendum;

PASSED by a vote of 11 to 0 this 28th day of July, 1997

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachment: Interlocal Agreements

INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF MAPLE VALLEY
RELATING TO PROCESSING OF BUILDING PERMITS
AND LAND USE APPLICATIONS

THIS AGREEMENT is made and entered into this day by and between King County, a home rule charter County in the State of Washington (hereinafter referred to as the "County") and the City of Maple Valley, a municipal corporation in the State of Washington (hereinafter referred to as the "City").

WHEREAS the City has incorporated within an area which had previously been unincorporated King County, and

WHEREAS all local governmental authority and jurisdiction with respect to the newly incorporated area transfers from the County to the City upon the date of incorporation, and

WHEREAS the County and City agree that having County staff process incorporation area building permit applications and land use applications on behalf of the City for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties intent by virtue of this agreement that any and all discretionary decisions shall be made by the City, and

WHEREAS this agreement is authorized by the Interlocal Agreement Act, RCW 39.34;

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the City and County as follows:

1. Enactment. In order to enable the County to process the permits and land use applications in accordance with the terms of this Agreement, the City shall enact an ordinance adopting those County zoning, land use, and development regulations in existence at the time of incorporation, for all permits and land use applications identified in Section 2 of this agreement. In addition, the City shall adopt legislation authorizing the County to charge applicants the fees authorized by King County Code Title 27 for applications received prior to incorporation which the County may continue to process post incorporation under this agreement.

2. Preincorporation Permit Application Filed With King County.

2.1 Beginning on the effective date of incorporation, and except as provided for herein, the County shall act as an agent of the City and shall review all building permit and land use applications filed with the County before the effective date of incorporation which involve property within the City. Review by the County shall occur in accordance with County regulations adopted by the City as set forth in Section 1. Unless otherwise provided herein, said review shall include: decisions to approve, condition or deny applications; follow-up inspections and enforcement of conditions of approval; issuance of extensions for completion of inspections; and issuance of ancillary permits, such as fire and mechanical permits, which are essential for completion of each original project permit.

2.2 With regard to those land use permits which do not require a public hearing prior to issuance, the County will continue to process such applications and shall make a report and recommendation to the City's designated decision-maker. Any final action on these applications shall be taken by the City.

2.3 For those applications which require quasi-judicial or legislative approval e.g. subdivision or rezones, or which involve administrative appeals, the County shall likewise prepare a report and recommendation to the City for use by the City Manager or other authorized decision-maker for the City. The decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice of, and conducting any public hearings required in conjunction with the application.

2.4 With regard to those subdivisions, short subdivisions, and planned unit developments that have been granted preliminary approval prior to incorporation, the County shall continue to review the development up to the point of making a recommendation to the City on whichever pending phase of review the development is in on the date of incorporation. For purposes of this agreement, post-preliminary approval review phases include engineering plan approval, final plat/PUD approval, construction inspection approval, and maintenance/defect approval. After making its recommendations, unless otherwise agreed, the County shall turn the application over to the City for all further decisions and processing. The City may request, and the County may agree, in certain cases, to complete subsequent post-preliminary approval review phases. All financial guarantees required of the applicant at completion of a current

review phase to secure compliance with the requirements of subsequent phases, shall be filed with or turned over to the City, which shall have sole discretion on the assessment of required performance and the release of said guarantees.

2.5 The County will prepare and send to the City a list of all preincorporation building and land use permit applications pending within the incorporation area. The City or County may exclude from this agreement any permits or applications on the list. Such exclusion shall be by written notice to the County within thirty (30) days following receipt of the applicable list. The City may thereafter notify the County, and the County may notify the City, of such other permits or applications each wishes to exclude.

3. Referral of New Requests.

3.1 The County agrees to advise permit applicants that any new building or land use applications or permit requests within the boundaries of the incorporation area must be submitted to the City. The County agrees to accept requests for permit renewals or extensions only when construction has already begun and such renewal or extension is necessary to complete the project under the terms of this Agreement. The County agrees to accept requests for ancillary permits only for mechanical or fire systems for building under construction and when such ancillary permits are necessary to complete construction of the same project under the terms of this Agreement. The County will not accept permit applications which seek to extend the use or dimensions of the project under construction, or which seek approval for free standing signs, tenant improvements, or accessory structures.

4. SEPA Compliance.

4.1 In order to satisfy the procedural requirements of the State Environmental Policy Act ("SEPA"), the City shall serve as lead agency for all applications processed by the County pursuant to this agreement. The City shall designate and identify a SEPA-responsible official (who shall not be a County employee) to perform environmental review, including the issuance of threshold determinations and preparation of the environmental impact statements for projects within the incorporated area. Any and all pending or future appeals from SEPA threshold determinations and other SEPA matters relating to projects within the incorporation area shall be heard by the City. The County will notify the City's responsible official when a SEPA determination or decision is required and will not further process the application until the responsible official has acted.

4.2 The County agrees to provide technical SEPA assistance to the City's responsible official if requested. County staff will provide such assistance as is requested by the City. The City will compensate the County for the cost of such services.

5. Administrative and Ministerial Processing.

5.1 County review specified in this agreement is intended to be of an administrative and ministerial nature only. Any and all legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City and/or its designated decision-maker.

5.2 For purposes of this agreement, decisions to condition or deny any permit approval on SEPA grounds are discretionary determinations which will be made by the City.

6. Enforcement.

6.1 The County is authorized, on behalf of the City, to enforce conditions of approval for those applications which the County has retained review authority over pursuant to this agreement. Such enforcement authority shall not include initiation of either administrative notice and order proceedings or court actions. Initiation of such proceedings shall be the sole responsibility of the City.

7. Processing Priority. The County agrees to process preincorporation building and land use permit applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

8. Filing Fees.

8.1 In order to cover the costs of processing preincorporation building and land use permit applications, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City pursuant to Section 1 above, or as may be modified at some future date by the County and the City.

8.2 For all applications excluded from County processing or transferred to the City pursuant to the terms of Section 2.5 of this agreement, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing

and administration performed by the County on the application. Any remaining application fee amounts received by the County prior to exclusion or transfer shall be promptly forwarded to the City.

9. Duration. This agreement shall become effective upon the signature of both parties and adoption by the City of necessary regulations required by Section 1, above, whichever date occurs later. This agreement continues until December 31, 1998 unless otherwise terminated or extended. This agreement may be terminated at an earlier date pursuant to a mutual agreement between the parties. Either party may terminate this agreement upon providing at least sixty (60) days written notice to the other party. The agreement may be extended as provided in Section 11.

10. Termination Procedures. Upon termination of this agreement, the County shall cease further processing, enforcement, and related review functions with respect to applications identified in Sections 2 and 3 of this agreement. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the incorporation area. Transfer documents shall specify the work performed to date on the applications and shall be signed by the appropriate County official. Upon transfer, the City shall notify affected applicants that it has assumed all further processing responsibility.

11. Extension. Pursuant to a mutual agreement between the parties, this agreement may be extended for a minimum of sixty (60) days and a maximum of three

(3) years. To extend the agreement, the City shall make a written request to the County not less than sixty (60) days prior to the end of the agreement. The request shall specify the term of the extension. The parties must agree to the extension by the termination date or the agreement will lapse.

12. Application Process. The County and the City will each prepare and have available for applicants and other interested parties a document describing the handling of applications based on this agreement.

13. Legal Representation. Except as set forth in Section 14 below, and except for such routine advice as may be provided to the County in furtherance of its service as described in this agreement, the services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.

14. Indemnification.

14.1 The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this agreement and related to building and land use applications filed with the County prior to the effective date of incorporation. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense,

provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

14.2 The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this agreement and related to applications filed with the City on or following the effective date of incorporation. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

14.3 The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County,

its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

15. Personnel. Control of personnel assigned by the County to process applications under this agreement shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

16. Administration. This agreement shall be administrated by the County Director of Development and Environmental Services or his/her designee, and the City Manager, or his/her designee.

17. Amendments. This agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein are excluded. Any modifications to this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

King County

Ron Sims
King County Executive

Dated

Approved as to Form:

NORM MALENG
King County Prosecuting Attorney

By: _____
Senior Deputy Prosecuting Attorney

Dated

City of Maple Valley

Maple Valley City Manager

Dated

Approved as to Form:

City Attorney

SOLID WASTE INTERLOCAL AGREEMENT

This Agreement is entered into between King County, a political subdivision of the State of Washington and the City of Maple Valley, 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 No. _____

City: _____

PREAMBLE

This Agreement is entered into pursuant to Chapter 39.34 RCW for the purpose of cooperative management of solid waste in King County. It is the intent of the parties to work cooperatively in establishing a solid waste management plan pursuant to Chapter 70.95 RCW and with emphasis on 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.

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 and handling of solid waste.

"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 incinerator, pyrolysis or any other means of using the heat of combustion of solid waste that involves high temperature (above 1,200 degrees F) processing."
(WAC 173-304-100).

"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)

"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. "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).

II. PURPOSE

The purpose of this Agreement is to establish the respective responsibilities 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 August 31, 1997 and shall remain in effect through June 30, 2028.

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 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 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

6.1.a. Management. King County agrees to provide county-wide solid waste management services for waste generated and collected within jurisdictions party to this Agreement. The County agrees to dispose of or designate disposal sites for all solid waste including moderate risk waste generated and/or collected within the corporate limits of the City which is delivered to King County in accordance with all applicable federal, state and local environmental health laws, rules, or regulations.

6.1.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.

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, waste reduction or recycling facilities, and energy/resource recovery facilities as well as closure and post-closure responsibilities for landfills which are or were operated by King County.

6.1.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.

6.1.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.

6.1.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.

6.1.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

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 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 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 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.

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 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. The City shall be deemed to have complied with the requirements of Section 8.5.a. if it has adopted an ordinance requiring solid waste delivered to the system for disposal to meet such laws, rules, or regulations and by written agreement has authorized King County to enforce these within the corporate limits of the City.

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 in 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 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 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 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 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. King County shall provide services and build facilities in accordance with the adopted Comprehensive Plan.

10.3 Comprehensive Plans 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 Comprehensive solid waste management 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:

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

10.4.b. Schedules and responsibilities for implementing policies;

10.4.c. Policies concerning waste reduction, recycling, energy and resource recovery, collection, transfer, long-haul transport, disposal, enforcement and administration;

10.4.d. Operational plan for the elements discussed in Item c 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 Comprehensive Plans will be adopted when the following has occurred:

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

10.6.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 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 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. 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 provisions of the Forum Interlocal Agreement.

X111. 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

City Manager

King County Executive

Date

Date

Pursuant to Resolution No. _____

Pursuant to Motion No. _____

Clerk-Attest

Clerk-Attest

Approved as to form

Approved as to form

City Attorney

King County Deputy Prosecuting Attorney

Date

Date

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 Maple Valley, 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.

3.1 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.

3.2 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.

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

3.4. 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.

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

Mayor

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

Date

Date