

December 29, 1986  
0491B

INTRODUCED BY: GARY GRANT  
PROPOSED NO. : 86 - 780

MOTION NO. 6699

A MOTION authorizing the executive to execute an agreement with the city of Kent for the use of King County solid waste disposal facilities.

WHEREAS, the city of Kent has requested permission to use King County solid waste disposal facilities; and

WHEREAS, a Final Environmental Impact Statement for the proposal was issued on October 31, 1986; and

WHEREAS, the council of the city of Kent intends to authorize the mayor to execute the attached agreement with King County and to designate the King County Solid Waste Disposal System as the depository for all solid waste generated within the city of Kent at its regular council meeting on December 30, 1986;

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

Subject to the adoption of an ordinance by the council of the city of Kent which authorizes the mayor to execute the attached agreement with King County and which designates the King County Solid Waste Disposal System as the depository for all solid waste generated with the city of Kent, the King County executive is authorized to execute the agreement between King County and the city of Kent concerning the use of King County Solid Waste disposal facilities, attached as Exhibit A, dated December 29, 1986.

PASSED this 30th day of December, 1986.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Gary Grant  
VICE Chairman

ATTEST:

Dorothy M. Owens  
Clerk of the Council

AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF KENT  
CONCERNING USE OF  
KING COUNTY SOLID WASTE DISPOSAL FACILITIES

SOLID WASTE DISPOSAL AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF KENT

THIS AGREEMENT is entered into by and between King County, a political subdivision of the State of Washington, (hereinafter referred to as County) and The City of Kent, a municipal corporation of the State of Washington, (hereinafter referred to as City) for the disposal of solid waste generated within the City at the County's solid waste disposal facilities.

The parties hereto, in consideration of the mutual promises contained herein, mutually agree as follows:

1. Definitions

For purposes of this Agreement the following definitions shall apply.

1.1 City. For purposes of this Agreement, the term "City" shall include the City of Kent, its agents, licensees, franchisees or contractors, when the City collects solid waste within the City of Kent for the purpose of disposing of the solid waste at a disposal site. The term "City" shall not mean a collection company operating pursuant to Chapter 81.77 RCW when such collection company collects solid waste within the City of Kent and directly bills customers for such collection service.

1.2 Person. "Person" means any individual, association, firm, partnership, corporation, or any other entity.

1.3 Solid Waste. "Solid waste" shall be as defined by WAC 173-304-100 with the exception of those wastes excluded by WAC 173-304-015.

1.4 Waste Recycling. "Waste Recycling" shall be as defined by WAC 173-304-100.

1.5 Waste Reduction. "Waste Reduction" shall be as defined by WAC 173-304-100.

1.6 System. "System" shall be defined as all facilities owned or operated by King County, either directly or by contract, for solid waste handling and all administrative activities related thereto.

1.7 Closure. "Closure" shall be as defined by WAC 173-304-100.

1.8 Diversion. "Diversion" shall be defined as the directing of solid waste to disposal sites other than the disposal site designated in King County.

1.9 Environmental Damage. As used in this Agreement the term "Environmental Damage" shall include but not be limited to damages, costs, claims and liabilities for alleged injury, harm or degradation to the air, soils, surface water or groundwater, and any damages, costs, claims and liabilities for personal injury or property damages (including diminution or destruction of property values) arising from any such alleged injury, harm or degradation. This term shall also include any investigative, response or remedial costs or liabilities that

may be incurred or imposed under CERCLA, 42 U.S.C. § 9601 et seq.; RCRA, 42 U.S.C. § 6901 et seq.; the state Water Pollution Control Act, RCW 90.48.; the Washington Clean Air Act, RCW 70.94; the state Hazardous Waste Management Act, RCW 70.105; the state Hazardous Waste Fee Act, RCW 70.105A; and other such federal or state environmental laws. The term shall not include capital, operating and management costs in accord with current or future standard practices or required by applicable regulations governing the operations of solid waste disposal facilities.

1.10 Existing Areas. "Existing Areas" shall be defined as those areas described in the April, 1986, "Cedar Hills Regional Landfill, Phase II - Site Development Plan Existing Areas Report," prepared by CH2M Hill, as follows: North Solid Waste Area, Main Solid Waste Area, Southeast Pit, South Solid Waste Area.

## 2. Scope of Agreement

Except as specifically stated in Sections 5.1 and 5.2, this Agreement applies to all non-recycled solid waste generated and collected in the City.

## 3. Commencement of Deliveries and Equipment Availability

Solid waste collected within the City may be delivered to the System upon execution of this Agreement, in compliance with the rate schedules referred to in Section 10, and the provisions of Sections 5 and 7.

4. Duration of Agreement

This Agreement shall enter into force upon its execution and filing and will continue in full force and effect for forty (40) years.

5. Waste Stream Designation

5.1 Prior to the delivery of solid waste to the System under this Agreement, the City shall by ordinance designate the County disposal System for the disposal of all solid waste generated within the corporate limits of the City and authorize the County to designate disposal sites for the disposal of all solid waste generated within the corporate limits of the City, except for solid waste which is eliminated through waste reduction or waste recycling activities which have been coordinated with the County pursuant to Section 5.2. No solid waste may be diverted from the designated disposal sites without County approval. This designation of the County disposal System shall continue in full force and effect until such time as this Agreement is terminated.

5.2 The City agrees to work with the County to achieve state and local priorities for waste reduction, waste recycling, and energy recovery. Recycling activities undertaken or permitted by the City shall be coordinated with the County to insure unanticipated changes in waste quantities resulting from recycling activities do not adversely impact the System; PROVIDED, however, that such coordination shall not constitute a

grant of authority to the County to approve or disapprove such recycling activities.

6. Termination-Regional Contract Participation

6.1 The City and County agree that relevant provisions of this Agreement will be reexamined after the County has concluded negotiations with other municipal users of the County System.

6.2 By March 31, 1988, the City may, upon written notice to the County:

6.2.1 Notify the County of its intent to continue use of the County System at which time the County shall offer to amend this Agreement as necessary to make this Agreement reasonably equivalent, where appropriate, and reasonably consistent with Agreements made with other users; or

6.2.2 Terminate this Agreement and thereby remove the City from the County System.

6.3 If written notice is not given pursuant to Section 6.2 above, this Agreement shall remain in full force and effect according to its terms.

7. Payment for Impact Mitigation Costs

To mitigate impacts upon ratepayers who have been a part of the County's solid waste disposal System, to provide the capital resources necessary to add waste to this System, and to mitigate environmental impacts that may occur, certain collection companies that intend to collect and dispose of solid waste

generated within the City have agreed to pay impact mitigation costs of \$330,000, to be paid no later than December 31, 1991 in quarterly installments at 9% simple interest on the declining balance. This Agreement and any subsequent agreement executed pursuant to Section 6.2.1. is contingent upon the prior execution of an agreement(s) between King County and said collection companies for the payment of such costs. If the collection companies fail to completely perform obligations pursuant to such agreement(s) with King County or if the County is for any other reason prevented from collecting such costs from said companies, King County may, at its election, deny access to a non-performing collection company and/or terminate this Agreement on written notice to the City.

#### 8. Additional Mitigation

Affected terms and conditions of the delivery of solid waste to the County System shall be reevaluated by King County upon completion of the Environmental Impact Statement for the Cedar Hills Site Development Plan, which will identify capacity and other impacts associated with said delivery. Based on new environmental information on impacts identified in the Cedar Hills Site Development Plan Environmental Impact Statement or based on any new conditions imposed by a new unclassified use permit for Cedar Hills or based on any new requirement of a court order, the delivery of solid waste to the County system



may be further conditioned in a uniform manner with conditions required of all other users.

9. Hours, Frequency, Methods and Routes of Delivery

9.1 Solid waste shall be delivered to the System on days and during hours as specified by County ordinance.

9.2 The terms and conditions of the delivery of solid waste to the System shall be as provided by County ordinance.

9.3 Under the terms of this Agreement, the County agrees to provide regional solid waste management and disposal services to the City on an equal basis with all other users of the System.

10. Disposal Rates and Other Service Fees

10.1 The basic service fees assessed the City for waste disposal shall be as adopted and amended by County ordinance for all users of the same class.

10.2 The County will, prior to adopting any change in its solid waste disposal rates, either explore rate and service fee alternatives with the City or request the Puget Sound Council of Governments to convene a regional rate equity advisory committee. The committee will be requested to develop and recommend, for consideration in the County Executive's solid waste rate proposals, an equitable rate methodology to allocate the costs resulting from growth in solid waste quantities delivered to the County. The Committee will also recommend

methodologies and programs for providing recycling incentives to jurisdictions which meet their recycling goals.

10.3 In establishing or amending disposal rates for the City and all System users the County may make such increases as are needed to recover the increased costs of operation, including the costs of handling, defense and payment of claims, capital improvements, operational improvements and the closure of old Landfills, except as follows for Cedar Hills Existing Areas: Through March 31, 1988, the City shall not be responsible, through increased disposal rates, for costs periodically allocated to System users from Environmental Damages, if any, incurred or hereafter incurred by the County attributed to the operation or closure of Cedar Hills' Existing Areas; if the City does not elect to terminate this agreement pursuant to Section 6.2.2, the County periodically may recover such allocated costs through disposal fees which shall be the same with respect to the City as with all other System users. The parties agree that projects in the July 2, 1986 Budget Office Solid Waste Financial Study Report include all work necessary to close the Existing Areas and any new project not now in such Report will be considered Environmental Damages for purposes of this Section only.

#### 11. Liability

Except as provided in Section 11.1, herein, the County shall indemnify and hold harmless, 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 10.3 herein. In providing such defense of the City, the County shall exercise the utmost good faith in such defense or settlement so as to protect the City's interests. 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.

11.1 Sole negligence of City.

The City shall hold harmless, indemnify and defend the County for any property Damages or personal injury caused by the sole negligence of the City, in its use of the County System.

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

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

12. Temporary Emergencies, Suspension of Waste Delivery

The County may, at any time when temporary emergency conditions exist, prohibit the delivery of solid waste to the

System in a manner consistent with delays imposed on other parts of the County solid waste System.

13. Waste Delivered in Compliance with Applicable Laws and Regulations

All waste delivered by the City to Cedar Hills for disposal shall be in compliance with RCRA, 42 U.S.C. 6901 et seq.; the state Solid Waste Management Act, RCW 70.95; King County Board of Health Rules and Regulations No. VIII; and all other applicable federal, state, and local environmental health laws, rules or regulations. Upon notice from the County of any violation of this provision, the City shall take immediate steps to remedy such violation 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.

14. Responsibility for Operation of Facilities, Personnel and Equipment

14.1 The County will be responsible for management of the facilities, personnel and equipment necessary to provide disposal services to the City under this Agreement.

14.2 Facilities of the System which are not required for waste disposal will be restricted to County and County employee use, except that the City may use County facilities and services subject to specific County approval and at fees established in a manner prescribed by County Ordinance 6835.

15. Billing

The County shall keep weight or volume records of all waste delivered to the System and shall invoice the City as specified

by County ordinance. Payment shall be as specified by County ordinance.

16. Force Majeure

The County is under no obligation to the City to provide disposal services in the event of an occurrence beyond the County's control which prevents or restricts use of the system.

17. Waiver, Interpretation, and Amendment of Agreement

17.1 No waiver by any 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.

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

17.3 The parties reserve the right to amend this Agreement as may be mutually acceptable to them. Any amendment shall be in writing, signed by the chief executives of both parties, and approved by the County and City Councils.

17.4 This Agreement merges and supersedes all prior negotiations, representations, and Agreements between the

parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date affixed by the signatures of their respective chief executive.

CITY OF KENT

KING COUNTY

[Signature]  
Mayor, City of Kent

[Signature]  
King County Executive

[Blank]  
Date

12-31-86  
Date

Pursuant to Ordinance  
No. [Blank]

MOTION  
Pursuant to Ordinance  
No. 6699

[Blank]  
Attest

[Signature]  
Attest

APPROVED as to Form and Legality:

[Signature]  
King County Deputy Prosecuting  
Attorney

[Blank]  
Date

APPROVED as to Form and Legality:

[Blank]  
King County Deputy Prosecuting  
Attorney

2823k

RABANCO  
9 So. Mass. St./Pier 35  
Seattle, Washington 98134

December 30, 1986

The Honorable Tim Hill  
King County Executive and  
The Honorable Members of  
The King County Council  
King County Courthouse  
Third and James Streets  
Seattle, WA 98104

Letter of Understanding

Dear Executive Hill and Councilmembers:

The Rabanco Companies, operating as Sea-Tac Disposal, agrees to the following payment as mitigation in full satisfaction of the obligation provided for in paragraph 7 of the agreement between "King County and the City of Kent Concerning the Use of King County Solid Waste Disposal Facilities."

Subject to provisions contained herein, Sea-Tac Disposal agrees to pay the principal amount of not to exceed \$220,000, plus interest computed at 9% per annum simple interest on declining balances. Principal ~~may be~~ paid in 20 equal quarterly installments. The first payment shall be made on or before April 1, 1987 with all other installments due the first day of each quarter thereafter, i.e., July 1, October 1 and January 1, until said principal amount is paid in full. The principal payment each quarter shall be \$11,000. Simple interest at the rate of 9% per annum shall be computed on the remaining unpaid balance, and remitted with the principal each quarter. Thus, for example, a payment on April 1, 1987 shall be \$11,000 principal, plus \$4,702.50 of interest ( $\$209,000 \times 2.25\% = \$4,702.50$ ). The amount paid on July 1, would be \$11,000 principal plus \$4,455 interest ( $\$198,000 \times 2.25 = \$4,055$ ). Sea-Tac Disposal reserves the right at its sole option to pay off any unpaid principal balance at any time without penalty.

Sea-Tac Disposal agrees that if the City of Kent, pursuant to paragraph 6.2 of its agreement with the County, terminates its

The Honorable Tim Hill and  
King County Council Members  
December 30, 1986  
RDF26  
Page 2

agreement with the County, then the remaining balance shall be payable to King County upon demand. Provided, if King County finds Sea-Tac Disposal has been prevented from operating within the city limits of Kent by the City of Kent and as a result King County solid waste disposal facilities are not used by Sea-Tac Disposal to dispose of solid waste generated within the city limits of Kent, then Sea-Tac Disposal may terminate this agreement with no further obligations to the County. Sea-Tac Disposal understands and agrees that King County is due the full sum of \$330,000 for the entire amount of solid waste generated within the city limits of Kent. The obligation and responsibility to pay the full outstanding balance will continue with the remaining hauler(s).

Sea-Tac Disposal agrees to abide by all King County ordinances, state or federal statutes and other applicable rules and regulations governing the use or operation of King County solid waste disposal facilities, including the payment of applicable "tipping" fees or other charges as may be generally assessed against users of such facilities.

Sea-Tac Disposal acknowledges that King County has entered into solid waste disposal agreements with municipalities in King County which require that all parties to such agreements be treated equitably and without special favor. Sea-Tac Disposal expects that it will also be treated equitably and under terms and conditions which are generally applied to other users of King County solid waste facilities. The County acknowledges that Sea-Tac Disposal is operating as a private hauler pursuant to a permit of the Washington State Utilities and Transportation Commission. The parties acknowledge that other haulers are also authorized to provide solid waste collection services within the City of Kent and will be providing competitive service to Sea-Tac Disposal. The County agrees that it will reasonably and equitably apportion the depletion and equipment costs mitigation between such private haulers. The \$220,000 fee provided for herein represents approximately two-thirds of the total equipment, landfill depletion and environmental mitigation fees that the County will recover as a result of its agreement with the City of Kent. The parties recognize that the split of mitigation fees between private haulers cannot be determined with absolute accuracy in advance. The County therefore reserves the right to make reasonable adjustments in the pro rata share of the \$330,000 to be paid by the haulers. The haulers may during the first quarter of 1988, and annually thereafter over the term of this agreement, review available data to determine if the mitigation payment is appropriately allocated between private haulers. In



The Honorable Tim Hill and  
King County Council Members  
December 30, 1986  
RDF26  
Page 3

carrying out such review, the haulers may examine City of Kent franchise tax records, state tax records, its own operating records and such other information as it deems appropriate. If the County determines an adjustment in the allocation of mitigation fees is justified after review and reasonable notice to all other affected haulers, the County shall make such adjustments which shall be binding on all parties.

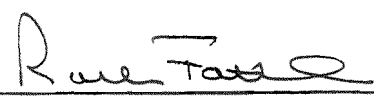
By signing this letter, Sea-Tac Disposal binds itself to the terms contained herein and agree that this Letter of Understanding shall remain in full force and effect until December 31, 1991 unless the parties mutually agree to a different termination date, or this agreement is terminated under provisions contained herein, or as a result of a default by one of the parties. If the County approves this Letter of Understanding by signing below, the requirements of paragraph 7 of the solid waste disposal agreement between King County and the City of Kent will be fulfilled; and Sea-Tac Disposal shall be authorized to use County solid waste facilities for disposal of solid waste collected within the City of Kent.

Very truly yours,

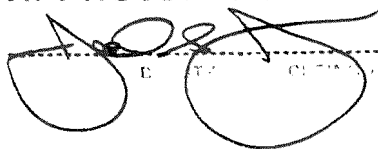
RABANCO COMPANIES and  
SEA-TAC DISPOSAL

By 

Approved by:

  
For King County  
as authorized by King County  
Resolution No. 6699  
MOTION

APPROVED AS TO FORM

  
KING COUNTY



# BAYSIDE DISPOSAL

PO BOX 2117  
REDMOND WASHINGTON 98073  
(206) 882-1117

December 29, 1986

The Honorable Tim Hill  
King County Executive and  
The Honorable Members of  
The King County Council  
King County Courthouse  
Third and James Streets  
Seattle WA 98104

Re: Letter of Understanding

Dear Executive Hill and Council Members:

Bayside Waste Hauling & Transfer, Inc. (Bayside) on behalf of Tri-Star Disposal (Tri-Star), a joint venture, agrees to the following payment as mitigation in partial satisfaction of the obligation provided for in paragraph 7 of the agreement between "King County and the City of Kent Concerning the use of King County Solid Waste Disposal Facilities".

Subject to provisions contained herein, Bayside agrees to pay the principal amount of not to exceed \$110,000.00, plus interest computed at 9% per annum simple interest on declining balances. Principal ~~may~~ be paid in 20 equal quarterly installments. The first payment shall be made on or before April 1, 1987 with all other installments due the first day of each quarter thereafter, i.e., July 1, October 1 and January 1, until said principal amount is paid in full. The principal payment each quarter shall be \$5,500.00. Simple interest at the rate of 9% per annum shall be computed on the remaining unpaid balance, and remitted with the principal each quarter. Thus, for example, a payment on April 1, 1987, shall be \$5,500.00 principal, plus \$2,351.25 of interest ( $\$104,500 \times 2.25\% = \$2,351.25$ ). The amount paid on July 1 would be \$5,500.00 principal, plus \$2,227.50 interest ( $\$99,000.00 \times 2.25\% = \$2,227.50$ ). Bayside reserves the right at its sole option to pay off any unpaid principal balance at any time without penalty.

December 29, 1986

Page 2

Bayside agrees that if the City of Kent, pursuant to paragraph 6.2 of its agreement with the County, terminates its agreement with the County, then the remaining balance shall be payable to King County upon demand. Provided, if King County finds Tri-Star has been prevented from operating within the city limits of Kent by the City of Kent and as a result King County solid waste disposal facilities are not used by Tri-Star to dispose of solid waste generated within the city limits of Kent, then Bayside may terminate this agreement with no further obligations to the County. Bayside understands and agrees that King County is due the full sum of \$330,000.00 for the entire amount of solid waste generated within the city limits of Kent. The obligation and responsibility to pay the full outstanding balance will continue with the remaining hauler(s).

Bayside, Tri-Star, and its joint venture participants, agree to abide by all King County ordinances, state or federal statutes and other applicable rules and regulations governing the use or operation of King County solid waste disposal facilities, including the payment of applicable "tipping" fees or other charges as may be generally assessed against users of such facilities.

Bayside, Tri-Star, and its joint venture participants, acknowledge that King County has entered into solid waste disposal agreements with municipalities in King County which require that all parties to such agreements be treated equitably and without special favor. Bayside and Tri-Star expect that they will also be treated equitably and under terms and conditions which are generally applied to other users of King County solid waste facilities. The County acknowledges that Bayside and Tri-Star are operating as private haulers pursuant to permits of the Washington State Utilities and Transportation Commission. The parties acknowledge that other haulers are also authorized to provide solid waste collection services within the City of Kent and will be providing competitive service to Tri-Star. The County agrees that it will reasonably and equitably apportion the depletion and equipment costs mitigation between such private haulers. The \$110,000.00 fee provided for herein represents approximately one-third of the total equipment, landfill depletion and environmental mitigation fees that the County will recover as a result of its agreement with the City of Kent. The parties recognize that the split of mitigation fees between private haulers cannot be determined with absolute accuracy in

advance. The County therefore reserves the right to make reasonable adjustments in the pro rata share of the \$330,000.00 to be paid by the haulers. The haulers may during the first quarter of 1988, and annually thereafter over the term of this agreement, review available data to determine if the mitigation payment is appropriately allocated between private haulers. In carrying out such review, the haulers may examine City of Kent franchise tax records, state tax records, the County's operating records, and such other information as they deem appropriate. ~~If a hauler~~ determines that an adjustment in the allocation of mitigation fees is justified, after review and reasonable notice to other affected haulers, the County shall make such adjustment which shall be binding on all parties.

By signing this letter, Bayside binds itself to the terms contained herein and agrees that this Letter of Understanding shall remain in full force and effect until December 31, 1991 unless the parties mutually agree to a different termination date, or this agreement is terminated under provisions contained herein, or as a result of a default by one of the parties. If the County approves this Letter of Understanding by signing below, the requirements of paragraph 7 of the solid waste disposal agreement between King County and the City of Kent will be fulfilled; and Bayside, Tri-Star and its joint venture participants shall be authorized to use County solid waste facilities for disposal of solid waste collected within the City of Kent.

Very truly yours,

BAYSIDE WASTE HAULING &  
TRANSFER, INC.

By Robert Schille  
Robert Schille  
V.P. - Administration

Approved by:

Robert Schille  
For King County  
as authorized by King County  
Resolution No. 6699  
MOTION

APPROVED AS TO FORM

Robert Schille