

Clerk's
Receiving
Number 009
Date 6/9/97
City _____
Clerk _____

C-97-08

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.

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.

I. 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.

II. DURATION

This Agreement shall become effective on August 31, 1997 for the City of Maple Valley and shall remain in effect through June 30, 2028 unless the City of Maple Valley terminates this agreement before August 31, 1998 in order to develop its own comprehensive solid waste management plan and establish its own system of solid waste handling and disposal.

III. 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 and with the Clerk of the King County Council.

IV. SCOPE OF RESPONSIBILITIES

The scope of the responsibilities of the Forum is as follows:

4.1 Advise the King County Council, the King County Executive and other jurisdictions as appropriate, on all policy aspects of solid waste management and planning.

4.2 Consult with and advise the King County Solid Waste Division on technical issues related to solid waste management and planning.

4.3 Review and comment on alternatives and recommendations for the King County comprehensive solid waste management plan and facilitate a review and/or approval of the plan by each jurisdiction.

4.4 Review and subsequent proposed interlocal agreements between King County and Cities for planning, waste recycling and reduction, and waste stream control.

4.5 Review and comment on disposal rate proposals.

4.6 Review and comment on status reports on waste stream reduction, recycling, energy/resource recovery, and solid waste operations with interjurisdictional impact.

4.7 Promote information exchange and interaction between waste generators, local government with collection authority, recyclers, and County-planned and operated disposal systems.

4.8 Provide coordination opportunities between the King County Solid Waste Division, Cities, private operators, and recyclers

4.9 Aid Cities in recognizing municipal solid waste responsibilities, including collection and recycling, and effectively carrying out those responsibilities.

V. MEMBERSHIP

5.1 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 representative of other incorporated cities and towns within King County that are signatories 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 32.1 percent; Seattle, 33.6 percent; and Suburban Cities, 34.3 percent of the total population. The calculations are determined as follows:

| | | | | | Members |
|----------------------------|----|---|-------|--------|------------|
| Unincorporated King County | 12 | X | 32.1% | = 3.85 | 4 |
| Seattle | 12 | X | 33.6% | = 4.03 | 4 |
| Suburbs | 12 | X | 34.3% | + 4/12 | 4 |
| Totals | | | | | 12 + Chair |

5.2 In calculating the number 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.

5.3 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.

VI. 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 time, date, and location shall be set by King County after consultation with the representatives of Seattle and the other cities and towns.

VII. BYLAWS

7.1 The Forum shall, within 60 days after its first meeting, adopt bylaws for the operation of the Forum. Such by laws shall recognize that this Forum shall function in the place of the Puget Sound Council of Governments Committee of 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.

7.2 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 seemed necessary.

7.3 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.

VIII. 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 the 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.

IX. 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.

X. 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.

XI 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.

XII. 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.

XIII. 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.

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

KING COUNTY 1

King County Executive

August 14, 1997
Date

8-27-97
Date

Pursuant to Resolution No R-97-21

Pursuant to Motion No. _____

Clerk-Attest

Clerk-Attest

Approved as to form

Approved as to form

City Attorney

King County
Deputy Prosecuting Attorney

8-14-97
Date

8-25-97
Date