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RETURN ADDRESS:

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

CITY OF VANCOUVER – CLARK COUNTY
SOLID WASTE
INTERLOCAL AGREEMENT

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between Clark County, Washington, (hereinafter referred to as “the County”) and the City of Vancouver, a municipal corporation and charter city of the first class the State of Washington, (hereinafter referred to as “the City”); and

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, the City of Vancouver (the “City”) and Clark County (the “County”) entered into a Solid Waste Interlocal Agreement on April 11, 1990 and have enjoyed a lengthy, productive, and effective working relationship in coordinating a wide range of solid waste disposal and collection issues; and

WHEREAS, the City and County have distinct responsibilities and authorities for oversight and operation of programs affecting the collection and disposal of solid waste and recyclables; and

WHEREAS, the City and the County recognize that our citizens and businesses, public policy-makers and local government staff jointly benefit from cooperative, coordinated and shared approaches to managing the regional solid waste system; and

WHEREAS, the Clark County Comprehensive Solid Waste Management Plan (the "Comprehensive Solid Waste Management Plan") designates Clark County to be responsible for the designation of sites and a method for the disposal of solid waste generated within the County, and this infrastructure provides the basis for the Regional Solid Waste System; and

WHEREAS, the County has contracted for solid waste handling services, including development of local facilities for the receipt, recycling, and processing for out-of-county disposal of solid waste generated within the cities, towns, and unincorporated areas of the County; and

WHEREAS, in order to successfully develop and finance the Regional Solid Waste System, it is desirable that all waste generated in the County, including waste generated in incorporated cities and towns within the County, be disposed of through the Regional Solid Waste System and that the City authorizes the County to designate a disposal site(s) and transfer sites for the disposal of solid waste generated within the corporate limits of the City; and

WHEREAS, the City and County have coordinated in discussions with the Contractor regarding other offerings and improvements that warrant modifications to the contract including development of a third transfer station and its term that are acceptable to the City, County, and Contractor; and

WHEREAS, the City and County desire to continue to move toward a more regionalized and standardized solid waste management system; NOW, THEREFORE,

CLARK COUNTY AND THE CITY OF VANCOUVER UNDERSTAND AND AGREE AS FOLLOWS:

1. Definitions. For purposes of this Interlocal Agreement, the following definitions shall apply.
 - 1.1 "City" means the City of Vancouver.
 - 1.2 "Comprehensive Solid Waste Management Plan" means the Clark County Comprehensive Solid Waste Management Plan adopted and amended by the County pursuant to Chapter 70.95 RCW.
 - 1.3 "Contract" means the Transfer, Transportation and Out of County Disposal Contract by and between Columbia Resource Company and Clark County and any amendments, modifications or supplements thereto.
 - 1.4 "Contractor" means Columbia Resource Company, LLC, a wholly owned subsidiary of Waste Connections.
 - 1.5 "County" means Clark County, Washington.
 - 1.6 "Designated Disposal Site" means Finley Buttes Landfill located near Boardman, Oregon.
 - 1.7 "Hazardous Waste" means any waste, material or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of

hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

- (a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;
- (b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or
- (c) is designated a "dangerous waste" or "extremely hazardous" waste by regulations adopted pursuant to Chapter 70.105 RCW or Oregon law.

Certain waste that is not as of the effective date of this Interlocal Agreement within one of the subsections (a) through (c) above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, as waste, material or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections (a) through (c) above.

1.8 "Solid Waste" means:

- a) Solid waste as defined by RCW 70.95.030 with the exception of Hazardous Waste.
- b) Solid waste, including recyclable material collected within the City by the City, a City contractor, or a private hauler under the authority of a "G" certificate granted by the Washington State Utilities and Transportation Commission under the provisions of Chapter 81.77 RCW; and
- c) Solid waste which is the residual waste remaining from a recycling facility located within the City; and
- d) Residential recyclable material collected by the City or pursuant to a contract with the City or with the Washington State Utilities and Transportation Commission under RCW 81.77.150.

1.9 "Special Waste" means Solid Wastes that require special handling and are collected, processed, recycled and/or disposed of separately from other Solid Wastes as defined in the Comprehensive Solid Waste Management Plan, VMC 6.12, or upon written mutual agreement of the Public Works Directors of the City of Vancouver and Clark County. Special Waste may or may not be required to be disposed of through the Regional Solid Waste System as determined by the Public Works Directors of the City of Vancouver and Clark County.

1.10 "Regional Solid Waste System" means all facilities for solid waste handling provided by the County, either directly or by contract with a Vendor, and all

administrative activities related thereto. The term "Regional Solid Waste System" includes all sites designated by the County for the receipt or disposal of solid waste as well as the supporting practices and programs being operated within the region for waste collection, waste diversion and program promotion and administration.

1.11 "Transfer Stations" means West Van Materials Recovery Center located on 6601 NW Old Lower River Road and Central Transfer & Recycling Center located at 11034 NE 117th Avenue.

2. Responsibility for Solid Waste Disposal. For the term of this agreement, the County shall be responsible for the contracted disposal of Solid Waste generated within unincorporated areas of the County and within the City to the extent provided in the Comprehensive Solid Waste Management Plan, this agreement, and as appropriate under local, state and Federal laws.

3. Term of Agreement. The term of this agreement shall commence on its execution and shall expire on December 31, 2016. The term of this agreement may be extended beyond 2016 upon mutual written agreement of the parties. The agreement shall continue in full force for the term of the extension unless terminated as described in Section 15.

4. Comprehensive Plan. For the duration of this Interlocal Agreement, the City shall participate in the planning process of the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised by the County pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, the City authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of Solid Waste generated in the City. The City, its staff and policy-makers shall be partners and participants with the County and the Solid Waste Advisory Commission (SWAC) in the regularly scheduled plan review, update and implementation and will be afforded opportunity to adopt plan modifications.

5. Waste Reduction and Recycling. The City and the County agree to cooperate to achieve the priorities for waste reduction and waste recycling set forth in the Comprehensive Solid Waste Management Plan. The City shall establish and maintain a recycling and waste reduction program in compliance with all applicable federal, state and local laws.

6. Residential Recycling Revenue Calculation and Disbursement. The City and the County agree to formally adopt, through a subsequent memorandum of understanding between the Directors of Public Works, an agreeable and equitable methodology for the calculation and disbursement of quarterly revenue generated from the sale of residential (curbside and multi-family) recyclable materials and remitted by the Contractor. The effect of this agreement will be to formalize and document the existing revenue sharing arrangements.

7. Transfer Station Host Fee. The City and the County agree that with the extension of the long-term processing, transfer, transport and disposal contract an agreement with the Contractor

will establish a new \$125,000 per year host fee that will be paid by the Contractor into the City's Solid Waste Fund.

8. Regional Solid Waste System Steering Committee. The City and the County, along with other Cities who choose to participate, agree to form a Regional Solid Waste System Steering Committee (the "RSWSSC") comprised of the Public Works Directors or their designees. The role of the RSWSSC is to provide direction to the County concerning the development of the Regional Solid Waste System, and its infrastructure, and the implementation of the recommended priorities and programs set forth in the Comprehensive Solid Waste Management Plan. The RSWSSC shall provide recommendations to the County on matters such as: contracts; budgets; public education, outreach and marketing; resource sharing; system analysis and improvements.

The RSWSSC will develop bylaws to describe how the group conducts its business in fulfilling this role. The RSWSSC will meet regularly to review the priorities for waste reduction and waste recycling set forth in the Comprehensive Solid Waste Management Plan; to assure that these priorities are incorporated in the budget proposals and work programs of member organizations; to assess the results of programs and projects; and to assure that future infrastructure needs are addressed through operational practices and procedures. The RSWSSC will maintain regular communication with the Clark County Solid Waste Advisory Commission and elected officials.

9. City Designation of Regional Solid Waste System for Solid Waste Transfer and Disposal. The City authorizes the County to issue and manage the contract(s) for long-term processing, transfer, transport and disposal of wastes collected within the City. However, the City retains the right to designate those sites for the transfer and disposal of Solid Waste collected within the City so that a single landfill is designated to handle Solid Waste collected under the City's collection contracts. The transfer site or sites so designated shall be the Transfer Stations closest to the City. The County shall direct all such Solid Waste delivered to these Transfer Stations, which is not recycled, to the Designated Disposal Site. Special Waste generated within the City may be exempted from the aforementioned requirements upon written notice from the City's Public Works Director to the County. The City will make all reasonable efforts through contracts and ordinances to deliver Solid Waste generated in the City to the Transfer Stations. The designation of the Regional Solid Waste System in this section shall not reduce or otherwise affect the City's control over Solid Waste collection as permitted by applicable state law. With the anticipated development of a third (Washougal) transfer station, it is understood that Solid Waste collected through contract in the City of Vancouver will not be directed to this facility without the City's permission, and therefore waste disposed from that facility may be disposed in an alternative location to the Designated Disposal Site for City of Vancouver Solid Waste.

10. Tipping Fees. Rates at the County Designated Disposal Site or designated Transfer Stations shall be set through the Contract. Increases in the tipping fees shall reflect the County Contractor's reasonable actual increased costs due to changes in the Consumer Price Index, change in law, increases in certain taxes, uncontrollable circumstances, or certain other reasons,

all in accordance with the Contract with the County. The County agrees that the tipping fees shall be reviewed periodically and may be adjusted in accordance with the Contract. If the City believes that the tipping fees or a component thereof are unreasonable or inappropriate, the City may obtain additional justification for the increase from the Clark County Public Works Department and review the issue with the Clark County Board of Commissioners. The City shall be given notice of all proposed rate increases or decreases and shall have the right to comment and meet with the County regarding the proposed rate changes.

11. Enforcement. For the duration of this Interlocal Agreement, the City shall maintain in effect and reasonably enforce Vancouver Municipal Code 6.12 Garbage Disposal and Vancouver Municipal Code 5.62 Collection of Recyclable Materials (and any future amendments to the code). Upon the request of the County, the City also shall consider revocation or termination of licenses, franchises, or contracts previously granted by the City to persons who are violating or in the future shall violate ordinances relating to the disposal of Solid Waste. It is specially noted that the City's existing contracts with Waste Connections, Inc. will not be affected by this agreement.

12. Contracts with Vendors; No City Obligation.

12.1 The County may at its discretion enter into a contract or contracts with a vendor to provide Solid Waste handling services. The City acknowledges that in entering into such an agreement with the vendor, the County may rely on the City's designation of the County as the entity with responsibility for preparing and revising the Comprehensive Solid Waste Management Plan and for designating Solid Waste disposal and transfer sites under the terms of the Comprehensive Solid Waste Management Plan and this Interlocal Agreement.

12.2 No contract between the County and a vendor shall purport to create any general obligation or special fund or utility obligation of the City.

13. Indemnification.

13.1 Except as provided below, 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 of the transfer and disposal system, and the right to settle those claims, recognizing that all costs incurred by the County thereby are transfer and disposal system costs which must be satisfied from disposal rates. In providing a defense for the City, the County shall exercise good faith in that defense or settlement so as to protect the City's interests. For purposes of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the transfer and disposal system, but shall not include the claims arising out of the City's collection of Solid Waste, the operation of motor vehicles in connection with the transfer and disposal system, the disposal or attempted disposal of Hazardous Waste, or other activities under the control of the City.

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

13.3 For purposes of this section, reference to the City and to the County shall be deemed to include the officers and employees of any party, acting within the scope of their authority.

14. Amendment or Supplementation. This Interlocal Agreement may be amended or supplemented upon the agreement of the County and the City. Any amendment or supplement shall be in writing, signed by the authorized officers of the County and the City.

15. Termination. Through 2016 and throughout the term of any subsequent contract extension, this Interlocal Agreement may be terminated upon the mutual agreement of the County and the City. Notification of intended termination by either party shall be provided with six months written advance notification of such intent to cancel and consent shall not be unreasonably withheld. Any controversy or claim arising out of or relating to the termination of this agreement shall be addressed first through mediation and, if still unresolved, then through binding arbitration, prior to the commencement of any legal proceedings. The parties shall equally share the cost of a mutually acceptable mediator or arbitrator, as the case may be. The prevailing party in any arbitration or litigation shall be entitled to recover from the non-prevailing party all attorneys' fees, expert witness and consultant fees, paralegal fees, and arbitration fees and charges, and all litigation costs, including all such fees and costs on appeal.

16. Notice. Any notices to be given under this Agreement shall at a minimum be delivered, postage prepaid and addressed to:

To the City:

CITY OF VANCOUVER
P.O. Box 1995
Vancouver, Washington 98668-1995
Attention: City Manager

To the County:

CLARK COUNTY
P.O. Box 9810
Vancouver, Washington 98666-9810
Attention: Public Works Director

The name and address to which notices shall be directed may be changed by either party giving the other notice of such change as provided in this section.

17. Miscellaneous.

- 17.1 Waiver. No waiver by any party of any term or condition of this Interlocal 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 of a different provision of this Interlocal Agreement.
- 17.2 No third party beneficiary. This Interlocal Agreement is not entered into with the intent that it shall benefit any other entity or person, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.
- 17.3 Assignment. Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. The County shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.
- 17.4 Interlocal Cooperation Act Compliance. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 2 (Responsibility for Solid Waste Disposal). Its duration and method of extension(s) is as specified in Section 3 (Term). Its method of termination is set forth in Section 15. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 6 (Residential Recycling Revenue Calculation and Disbursement) and 7 (Transfer Station Host Fee). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- 17.5 Document Execution and Filing. The County and the City agree that there shall be four (4) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and the City. The County shall cause one executed original to be filed with the Clark County Auditor, retain one original for its records, and distribute conformed originals to the designated agents of the parties named in Section 16 (Notice) of this Agreement. Upon filing with the Clark County Auditor of a signed original, each such signed original shall constitute an Agreement binding upon the parties.

ADOPTED this 19th day of December 2005.


Signatures:

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON

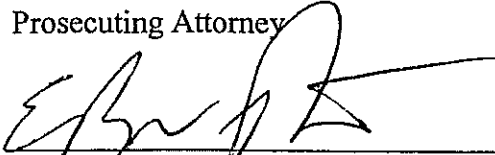


Marc Boldt, Chair

Attest:


Louise Richards, Clerk to the Board

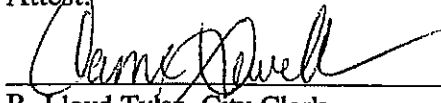
Approved as to Form Only
ARTHUR D. CURTIS
Prosecuting Attorney


E. Bronson Potter
Deputy Prosecuting Attorney

CITY OF VANCOUVER,
a municipal corporation


Pat McDonnell, City Manager

Attest:


R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:


Ted H. Gathe, City Attorney