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CITY OF BATTLE GROUND – CLARK COUNTY
SOLID WASTE
INTERLOCAL AGREEMENT

THIS SOLID WASTE INTERLOCAL AGREEMENT ("Interlocal Agreement") is entered under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW between the City of Battle Ground ("City") and Clark County ("County").

WHEREAS, the City and County previously entered into a Solid Waste Interlocal Agreement on May 9, 2006 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 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 with a Contractor 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, finance and manage 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 desire to continue a more regionalized and standardized solid waste management system; NOW, THEREFORE,

CLARK COUNTY AND THE CITY OF BATTLE GROUND 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 Battle Ground.
   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 of Washington.
   1.5 "County" means Clark County, Washington.
   1.6 "Designated Disposal Sites" 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 commercial recyclables collected 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 or upon written mutual agreement of the City and County. Special Waste may or may not be required to be disposed of through the Regional Solid Waste System as determined by the City and 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, Central Transfer & Recycling Center located at 11034 NE 117th Avenue, Washougal Transfer Station located at 4020 South Grant Street.

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 initial term of this agreement shall commence on its execution by both City and County and shall expire on December 31, 2021 ("Initial Term"). The term of this agreement shall be automatically extended annually beyond 2021 unless terminated as described in Section 13.

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 recycling and waste reduction programs in compliance with all applicable federal, state and local laws.

6. 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 charge. 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.

7. 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 such solid waste so that a single landfill is designated to handle solid waste collected under the City's collection contracts or by 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. 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 Sites. 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.

8. 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 County 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.

9. Enforcement. For the duration of this Interlocal Agreement, the City shall maintain in effect and reasonably enforce an ordinance(s) related to the collection of municipal solid waste and 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 Solid Waste collection contracts or franchise granted by the Washington State Utilities and Transportation Commission under RCW 81.77 will not be affected by this agreement.

10. Contracts with Vendors; No City Obligation.
    - 10.1 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.
    - 10.2 No contract between the County and a vendor shall purport to create any general obligation or special fund or utility obligation of the City.

11. Indemnification.
    - 11.1 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.
    - 11.2 In the event that the County acts to defend the City against a claim, the City shall cooperate with the County.
    - 11.3 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.

12. 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.

13. Termination.

13.1 Through 2021 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.

13.2 After the Initial Term, either party may give written notification of intended termination. Such notice shall be no less than twenty-four months before such intended termination, and contain evidence of the party's preparation of a comprehensive solid waste management plan that does not provide for the other party. And, termination shall not be effective until such a solid waste management plan has been approved and adopted pursuant to law.

13.3 Any controversy or claim arising out of or relating to the termination of this Interlocal Agreement shall be first addressed 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.

14. Miscellaneous.

14.1 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.

14.2 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.

14.3 This Interlocal Agreement supersedes that Agreement dated May 9, 2006.

ADOPTED this 18th day of Aug. 2015

Attest:

Rebecca Tilton
Clerk to the Board

Board of County Councilors
Clark County, Washington

By _____
David Madore, Chair

Approved at to Form Only
Anthony F. Golik
Prosecuting Attorney

By _____
Christine Cook, Sr. Deputy Prosecuting Attorney

Attest:

_____
City Clerk

City of Battle Ground
Clark County, Washington

By _____
John Williams, City Manager

Approved at to Form Only
City Attorney

By _____