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INTERLOCAL AGREEMENT
HDC.2156

between

CLARK COUNTY
P.O. Box 9825, Vancouver, WA 98666

and

CITY OF BATTLE GROUND
109 SW 1st St, Battle Ground, WA 98604

Project:	Update to Comprehensive Solid Waste Management Plan
Contract Name:	CCPH City of Battle Ground CSWMP Interlocal HDC.2156
Contract Period:	Upon Execution - Ongoing

County Contacts		
Program	**Fiscal**	**Contract**
Joelle Loescher 360.397.8126 Joelle.Loescher@clark.wa.gov	Kayla Mobley 564.397.8235 Kayla.Mobley@clark.wa.gov	Holly Barnfather 360.949.6965 GCT@clark.wa.gov

City Contacts		
Program	**Fiscal**	**Contract**
Mark Herceg 360.342.5075 mark.herceg@cityofbg.org	Meagan Lowery 360.342.5025 meagan.lowery@cityofbg.org	Mark Herceg 360.342.5075 mark.herceg@cityofbg.org

This Contract for governmental services, where both parties are public agencies, pursuant to RCW 39.34.080 is entered into between Clark County, hereinafter referred to as County, and the City of Battle Ground, hereinafter referred to as City. County and City agree to all terms and conditions, exhibits, and requirements of this contract.

CITY

Erin Erdman 10/23/23
Erin Erdman, City Manager Date

APPROVED AS TO FORM ONLY

Kirk Ehlis 10/23/23
Kirk Ehlis Date
City of Battle Ground Attorney

CLARK COUNTY

Kathleen Otto 11/08/23
Kathleen Otto, County Manager Date

APPROVED AS TO FORM ONLY

Amanda Migchelbrink 10/23/23
Amanda Migchelbrink Date
Deputy Prosecuting Attorney

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INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND CITIES OF BATTLE GROUND, CAMAS, LA CENTER, RIDGEFIELD, VANCOUVER, WASHOUGAL, AND TOWN OF YACOLT DESIGNATING CLARK COUNTY AS THE LEAD AGENCY FOR THE REVISION OF THE COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040, this lnterlocal Agreement (Agreement) is entered into between Clark County and the City of Battle Ground, establishing the obligations of the Parties for the maintenance and adoption of the Clark County Comprehensive Solid Waste Management Plan (CSWMP).

WHEREAS, RCW 70A.205.010 and RCW 70A.300.007 assigns primary responsibility for solid waste and moderate risk waste planning to local government; and

WHEREAS, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties, in cooperation with the various cities located within such county, to prepare a coordinated comprehensive solid & hazardous waste management plan; and

WHEREAS, under RCW 70A.205.075, all solid waste management plans must be maintained in current condition by periodic updates that include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future and local governments may also periodically update their hazardous waste plans; and

WHEREAS, the City and the County (Parties), recognize that our citizens and businesses, public policymakers, and local government staff benefit from cooperative, coordinated, and shared approaches to managing the regional solid waste system; and

WHEREAS, RCW 70A.205.040(4)(c) outlines that cities may authorize the county to prepare a plan for the city's solid waste management; and

WHEREAS, the Parties previously entered into a Solid Waste lnterlocal 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, in order to successfully develop, finance, and manage the Regional Solid Waste System, it is desirable that all waste generated in Clark 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 Parties wish to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family recycling programs, and residential yard waste collection programs; and

WHEREAS, as part of this Agreement, the City agrees to authorize the county to prepare a plan for the city's solid waste management for inclusion in the comprehensive county plan. If the City chooses not to participate fully in the planning process or to pass a resolution adopting the CSWMP, they agree to adopt the final version. If within 90 days of receiving the final draft from the County, a participating jurisdiction does not pass a resolution either adopting or disapproving the CSWMP and delivers that resolution to the County, the CSWMP will be considered adopted by that jurisdiction; and

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WHEREAS, the Parties wish to continue working to develop and implement environmentally sound and cost-effective solid waste management programs including waste reduction and recycling programs that reduce greenhouse gas emissions as appropriate from the disposed waste stream.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

1. Purpose of agreement. The Parties intend this Agreement to provide for continued cooperation by both parties in the updating of the CSWMP, implementation of that plan, and periodic updates or replacement of that plan, all in compliance with Chapters 70A.205 and 70A.300 RCW.

2. Authority and responsibilities.
   2.1. County shall act as lead agency for review of the CSWMP, and for preparation of the revised CSWMP, incorporating both solid waste and moderate risk waste elements.
   2.2. It is understood that the planning effort will be informed by the Solid Waste Advisory Committee (SWAC) and the Regional Solid Waste System Steering Committee (RSWSSC).
   2.3. It is understood that the Washington State Department of Ecology (Ecology) will consider approval of the revised CSWMP only after all local jurisdictions participating in the planning process have adopted the revised CSWMP.
   2.4. The responsibilities of all parties in the management, planning, operations, and collection services of solid waste programs (including moderate risk waste) will be delineated in the adopted CSWMP.
   2.5. No separate entity is being created by this Agreement.

3. Limitations.
   3.1. Nothing in this agreement shall supersede any authority granted to either the County or the City, or otherwise imply any control by one Party over the other Party.
   3.2. Nothing in this agreement shall obligate either Party to provide personnel or assume operation and maintenance responsibilities for the other party's facilities or operations. Nor shall any provision of this agreement change in any manner the rules and restrictions under which either party operates.

4. Dispute resolution. Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The Parties may agree to mediation as part of such effort.

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5. Plan development process. The Parties agree to the following process for development of, updates to, and replacement of the CSWMP.
   5.1. Revision process
      5.1.1. With input from SWAC and RSWSSC, the County will develop a draft and circulate that draft to Ecology and all cities within the Clark County Regional Solid Waste System. The County will make that draft available to the public for comments on their website.
      5.1.2. After good faith consideration of any responses from the public, cities and town, and Ecology, County staff will prepare a final draft. After consultation with the city/town, SWAC, and RSWSSC, County will have the discretion to decide whether to change the final draft as a result of the responses.
      5.1.3. Upon adoption, as defined herein, County will submit the adopted final draft to Ecology.
   5.2. Amendments and updates
      5.2.1. All proposed amendments will be evaluated per the process defined in the CSWMP.
      5.2.2. Cities and towns that have signed the Agreement to join the Clark County Regional Solid Waste System may send possible amendments to the County for formal proposal. Upon such proposal, the County shall conduct the plan development process as outlined in this section.
      5.2.3. The County shall prepare CSWMP updates as required by Chapter 70A.205 RCW, 70A.300 RCW, or by Ecology.

6. Plan adoption. If within 90 days of receiving the final draft CSWMP from the County, a participating jurisdiction does not pass a resolution either adopting or disapproving the plan and delivers that resolution to the County, the CSWMP will be considered adopted by that jurisdiction. All participating jurisdictions will be notified by the County when the CSWMP is adopted and when the CSWMP is approved by Ecology.

7. Term. Commencing on the effective date as outlined below in this Agreement, this Agreement shall continue until rescinded, terminated as herein provided, or as outlined in the adopted subsequent plan. Any party hereto may withdraw and terminate its rights and obligations under this Agreement with the understanding that:
   7.1. Notice of intent to withdraw and develop an independent plan shall be given to all parties, including SWAC and RSWSSC, and shall be provided with 12 months' notice; and

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7.2. Prior to termination, a withdrawing City must have prepared and received approval from Ecology for their independent solid waste management plan; and

7.3. Termination will not absolve the City or County of responsibility for meeting financial and other obligations outstanding at the time of termination.

8. Effective date. This Agreement shall be effective upon its execution by the Clark County Council after execution by all other participating governments. The Parties agree that in the event this Agreement is approved on or after the effective date, the terms and conditions hereof shall be construed as having been in full force and effect as of the effective date.

9. Entire agreement and modification. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties.

10. Indemnification / Hold harmless. City shall defend, indemnify and hold County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of City in performance of this Agreement, except for injuries and damages caused by the sole negligence of County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of City, its officers, officials, employees, and volunteers, City's liability, including the duty and cost to defend, hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all records constituting public records and to produce or assist both parties in producing such records,

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within the time frames and parameters set forth in state law. Each party further agrees that upon receipt of any written public record request from the public, shall, within two business days, notify the other party of receipt of the request by providing a copy of the request to the other party's Public Records Officer.

12. Recording or public listing. The Parties agree that this Agreement, after full execution, either will be recorded with the Clark County Auditor or listed by subject on Clark County's website or other electronically retrievable public source, as required by RCW 39.34.040.

13. Severability. If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.