

INTERGOVERNMENTAL AGREEMENT FOR
INTEGRATED SOLID WASTE MANAGEMENT

THIS AGREEMENT, made and entered into this 23RD day of May, 2017, by and between PACIFIC COUNTY, Washington (hereinafter referred to as COUNTY) and the incorporated municipalities of Ilwaco, Long Beach, Raymond, and South Bend within the County; all of which are organized under the laws of the State of Washington and are herein collectively referred to as PARTICIPATING GOVERNMENTS.

WHEREAS, the PARTICIPATING GOVERNMENTS in Pacific County agree to participate and adopt, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, The Solid Waste Disposal Act, Chapter 36.58 RCW, and the Municipal Utilities Act, Chapter 35.92 RCW, the Pacific County Comprehensive Solid Waste Management Plan Update, 2016, hereinafter referred to as the PLAN UPDATE covering the integrated management of solid waste in the County; and

WHEREAS, it is to the mutual advantage of the PARTICIPATING GOVERNMENTS and their citizens, to contract pursuant to Chapter 39.34 RCW for the purpose of providing a joint county-city integrated solid waste management program; and

WHEREAS, the PARTICIPATING GOVERNMENTS have been operating under agreements pursuant to adopted resolutions by the various cities in Pacific County; and

WHEREAS, it has been determined that formal adoption is needed;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the PARTICIPATING GOVERNMENTS hereto as follows:

SECTION 1 - PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to establish and adopt a comprehensive solid waste management plan as mandated in Chapter 70.95 RCW, for collection, recycling, waste reduction, and disposal of solid waste produced or generated within the boundaries of the PARTICIPATING GOVERNMENTS by specifying the party responsible for the management of said programs, and the powers and duties of the PARTICIPATING GOVERNMENTS.

SECTION 2 - SOLID WASTE ADVISORY COMMITTEE

- 2.1 The COUNTY shall maintain a Solid Waste Advisory Committee consisting of up to nine (9) members appointed by the Board of Pacific County Commissioners. The committee shall consist of members representing a balance of interests including, but not limited to, citizens, public interest groups, businesses, solid waste industry, agriculture, and city officials. The committee shall comply with the rules and regulations established in the

existing bylaws of the Pacific County Solid Waste Advisory Committee. This committee shall hereinafter be referred to as SWAC.

SECTION 3 - SOLID WASTE MANAGEMENT

- 3.1 The COUNTY is hereby designated as the exclusive agent for the PARTICIPATING GOVERNMENTS for the administration of the PLAN UPDATE and, subject to the provisions of the bylaws of the Pacific County Solid Waste Advisory Committee, shall have full authority to implement solid waste management programs and services for all PARTICIPATING GOVERNMENTS and the residents within the boundaries of said PARTICIPATING GOVERNMENTS, excluding the manner of collection and transfer of solid waste within the corporate limits of those cities and towns which are PARTICIPATING GOVERNMENTS. Such management shall be conducted in compliance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice at any such time.

SECTION 4 - FUNDS AND BUDGET

- 4.1 The costs of acquisition, construction, maintenance, operation and management of joint solid waste facilities shall be paid by user charges. Such costs may be paid for by grants, gifts, loans and other lawful funding sources. Such costs shall include all direct costs and expenses of acquisition, construction, maintenance and operation of solid waste facilities including the cost of liability insurance premiums or such insurance reserves as may be necessary under a self-insurance plan and all direct costs and expenses of administration of the PLAN UPDATE and shall also include the overhead administration of the COUNTY allocable to solid waste management.
- 4.2 The COUNTY shall maintain the existing Solid Waste Management Fund as a special fund within the COUNTY budget. All revenues and expenses in connection with the Solid Waste Management Program subject to the Agreement shall be budgeted and accounted for through this fund. Receipts deposited in the Solid Waste Management Fund shall be used only for solid waste management purposes pursuant to this Agreement including debt service or warrant interest unless otherwise required by law, grant, regulation or separate contract.
- 4.3 Should it become necessary, in the opinion of the COUNTY, that a change in user charges be made outside of the normal budget cycle, the COUNTY shall submit the proposed rate change to the SWAC and the SWAC shall review and render its advice concerning said proposal within thirty (30) days. The COUNTY will not take action until the SWAC has rendered its advice. However, failure of the SWAC to act on the proposal referred to herein within the required time shall be construed as approval of the same.

SECTION 5 - ACCOUNTING AND AUDITS

- 5.1 The COUNTY shall maintain accounts for the solid waste management program in accordance with the requirements of the Washington State Auditor.
- 5.2 Authorized representatives of any party hereto shall have the right to inspect the books of account at any reasonable time.

SECTION 6-INDEMNIFICATION

- 6.1 Each party hereto shall indemnify and hold harmless each of the other parties and their respective officers, agents and employees from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the party, its officers, agents and employees associated with that party's solid waste activities.

SECTION 7 - PROPERTY RIGHTS

- 7.1 Title to all property acquired with the funds from the Solid Waste Management Fund shall vest in the COUNTY. In the event of sale of surplus property, such funds shall be deposited in the Solid Waste Management Fund unless otherwise required by law, regulation, grant or contract. However, if the Solid Waste Management Fund does not require the revenue generated by the sale of such property, it shall be disbursed amongst the PARTICIPATING GOVERNMENTS by an agreed upon formula to be worked out at the time of sale.

SECTION 8-DISPUTE RESOLUTION

- 8.1 Any disputes arising under the terms of this agreement shall be resolved through negotiation and consensus; provided that should negotiations and consensus fail to resolve the issue, it shall be submitted to a mediation panel consisting of the SWAC membership for resolution. Final authority to resolve disputes shall rest with the COUNTY subject to court review.

SECTION 9 - ADMISSION OF NEW PARTIES

- 9.1 Additional municipal entities may be added to this Agreement upon such terms and conditions as the PARTICIPATING GOVERNMENTS and new party agree upon in writing.

SECTION 10 - PLAN ADOPTION


- 10.1 The Pacific County Comprehensive Solid Waste Management Plan and any subsequent plan updates shall be deemed to have been adopted when the plan(s) have been approved

Entered into and agreed upon by the following signatories to this Memorandum of Agreement on this 23rd day of May, 2017.

THE CITY OF RAYMOND, WASHINGTON

Jason Dunsmoor, Mayor

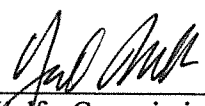
BOARD COMMISSIONERS
PACIFIC COUNTY, WASHINGTON



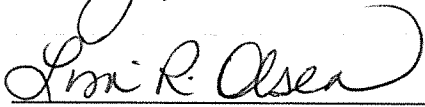
Lisa Ayers, Chair

THE CITY OF SOUTH BEND, WASHINGTON

Julie Struck, Mayor

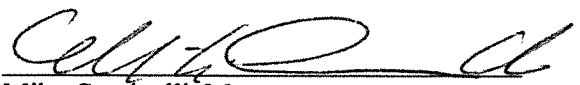


Frank Wolfe, Commissioner



Lisa Olson, Commissioner

THE CITY OF ILWACO, WASHINGTON

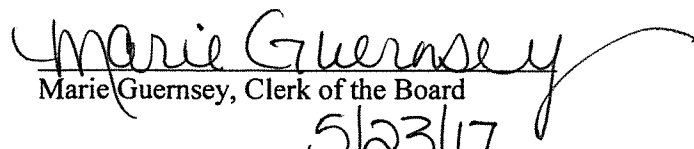


Mike Cassinelli, Mayor

THE CITY OF LONG BEACH, WASHINGTON

Jerry Phillips, Mayor

ATTEST:



Marie Guernsey, Clerk of the Board

5/23/17