

**WHATLEY PIT REGIONAL RECYCLING FACILITY AGREEMENT
EXTENSION**

BETWEEN CLARK COUNTY

AND

THE CITY OF CAMAS

Pursuant to Section 4 of the Interlocal Agreement between the City of Camas and Clark County, the County hereby moves to extend the Decant Facility Interlocal Agreement, effective January 1, 2010 through December 31, 2010.

This extension is hereby incorporated into and will be attached to the original interlocal agreement (copy attached).

Date: March 12, 2010

FOR CLARK COUNTY, WASHINGTON,
a subdivision of the State of Washington

By: 
Bill Barron, County Administrator

CITY OF CAMAS, a municipal
Corporation of the State of Washington

By:  4/20/10
Paul Dennis, Mayor

INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND THE CITY OF CAMAS
FOR
WHATLEY PIT REGIONAL RECYCLING FACILITY

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between Clark County, Washington, a political subdivision of the State of Washington, (the "County") and The City of Camas, a municipal corporation and charter city of the first class of the State of Washington (the "City") by which the County will allow utilization of the County's Decant Center for the treatment and disposal of street sweepings to the City.

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

WHEREAS, as set forth in SR 093-99, the County has the resources available to provide such services to the City in a cost-effective manner; and

NOW, THEREFORE,

THE COUNTY AND CITY agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to provide for utilization of the County's Regional Recycling Center for the treatment and disposal of street sweepings by the City.

SECTION 2. TERM. The term of this Agreement is for the period from January 1, 2006 through December 31, 2006.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 90 days prior to termination. The City agrees to reimburse the County for the cost of services provided through the date of termination of the Agreement.

SECTION 4. EXTENSIONS. The term of this Agreement may be extended in one-year increments from January 1st through December 31st of subsequent years by mutual written agreement of both parties, up to maximum of five (5) years. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the contract. The County Administrator is authorized to approve and execute such one-year extensions without further authorization from the Board of County Commissioners. The City Mayor is authorized to approve and execute such one year extensions without further authorization of the City Council.

SECTION 5. DEFINITION OF FACILITY AND PARTICIPANTS. The facility, located at 11203 N.E. 76th Street, Vancouver, Washington, was designed and built to store, treat, and dispose of street sweepings removed from public roads and right-of-ways. The facility will be used by six government agencies for disposal of street sweepings. All six agencies will be responsible for the cost to construct the facility and the future maintenance and operating costs. The six agencies involved in the partnership of the facility are Clark County Public Works, Washington State Department of Transportation, City of Vancouver, City of Battle Ground, City of Camas, and City of Washougal. The City of Camas and City of Washougal will share one bay and one fifth of the cost. The

original cost of the construction of the facility was borne by Clark County and five separate inter-local agreements will be written and signed between all parties and Clark County for reimbursement of the construction costs to build the facility. This interlocal agreement will address the repayment of construction and capital improvement of the regional recycling facility. In the event additional parties contract to use the facility, those parties would be assessed a charge to recover original construction costs of the facility. Additionally, costs of future expansion will be proportionately (by usage) shared by all parties using the facility.

SECTION 6. SCOPE OF SERVICES. The County will allow the City to utilize the Regional Recycling Facility, by bringing street sweepings collected inside the city limits, for treatment and disposal. Each agency will be responsible for screening and processing their street sweeping material at their own cost. There is a Trommel (screening plant) at the facility that can be used by all parties involve in this agreement. Clark County maintains the trommel and there will be an hourly charge to each agency for use of the trommel to cover maintenance and repair. The Regional Recycling Facility has been built with five storage bays to allow each agency to have their own area to fill. The City of Camas and Washougal will share a bay. Once an agency has filled their bay, they will be responsible for screening their own material. All material screened will be stock piled together and will be available for use by all involved agencies for soil amendment at no cost to that agency. The material will also be used on County road projects. There will be no monthly invoicing from Clark County to the City since each agency will be responsible for processing their material.

SECTION 7. COST OF SERVICE. The cost of the facility was \$345,000 which

will be divided into five equal shares with the City of Camas and City of Washougal sharing one share. Each share equals \$69,000 (Sixty-Nine Thousand Dollars). The City of Battle Ground, City of Vancouver, City of Camas, and the City of Washougal have chosen to pay the construction and capital improvement costs back to the County in the course of a ten year period. Each of these agencies will be invoiced \$6,900 (six thousand nine hundred dollars) in January of each calendar year. There will be no interest assessed on any of the payments.

Clark County will be looking at quarterly billing for maintenance of the street sweeping area and testing. Such maintenance includes pushing up street sweeping piles, sweeping facility, maintaining water quality swales.

SECTION 8. BILLING METHOD AND PROCESS. The County Accounting Department will send billings to the City's Finance Office, for payment and will simultaneously send an informational copy of the billing to the contract manager for the City. Payment by the City shall be due within thirty days after issuance of the bill. Payments that are not paid within the allotted time periods shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

SECTION 8A. COMPLIANCE TO OPERATING PROCEDURES. The City will be required to follow the terms and conditions outlined in the Clark County Public Works Decant Facility Standard Operations and Procedures Manual, incorporated by reference and attached as Attachment B (as updated annually).

SECTION 9. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the County Administrator and City Mayor shall administer this Agreement.

Contract managers shall monitor service level and budget provisions of this Agreement. Each month, the County and City contract managers shall review service levels, service delivery, and costs. The contract managers shall, during the interim, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 10. DISPUTE RESOLUTION. In the event of a dispute between the County and City regarding the delivery of services under this Agreement which cannot be resolved by their respective designated contract managers, the Clark County Administrator and the Camas City Mayor or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Clark County Board of Commissioners. The decision of the County Board and the City Mayor regarding the dispute shall be final as between the parties.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the County Board and the City Mayor may be submitted to mediation and if still not resolved, shall be subject to independent judicial review.

SECTION 11. INDEPENDENT CONTRACTOR. The County is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the County and City or between any of the County's or City's employees. The County shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the County pursuant to this

Agreement. Nothing in this Agreement shall make any employee of the County an employee of the City or any employee of the City an employee of the County for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

SECTION 12. HOLD HARMLESS/INDEMNIFICATION.

a. COUNTY RESPONSIBILITY. The County agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by the County pursuant to this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the County, the City retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the City by an employee of the County or subcontractor or agent of the County, even if the County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

b. CITY RESPONSIBILITY. The City agrees to indemnify, defend, save and hold harmless the County, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising

out of, or in connection with, or incident to, the actions or omissions of the City regarding this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the County retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the County by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

c. ATTORNEYS FEES AND COSTS. All parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

SECTION 13. ASSIGNMENT/SUBCONTRACTING. 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.

SECTION 14. NO THIRD PARTY BENEFICIARY. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and City do not intend there be any third-party beneficiary to this Agreement.

SECTION 15. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CITY OF CAMAS
PO Box 1055
Camas, WA 98607
Attention: Mayor

To the County:

CLARK COUNTY PUBLIC WORKS
4700 NE 78TH St.
Vancouver, Washington 98665
Attention: Operations Manager

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

SECTION 16. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in this 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 different provision.

SECTION 17. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its duration is as specified in Sections 2 (Term) and 4 (Extensions). Its method of termination is set forth in Section 3. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 6 (Cost of Service) and 7 (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

SECTION 18. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 19. AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties, provided that pursuant to Sections 4 and 5, respectively, the County Administrator or designated agent may approve up to four one-year extensions of this Agreement and additional compensation to the County for additional service hours without further approval of the Board of Commissioners.

SECTION 20. DOCUMENT EXECUTION AND FILING. The County and 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 City. Upon execution, the executed originals of this Agreement shall be returned to the contract manager who shall file copies of this Agreement with the City Clerk, the Clark County Auditor and the Washington State Secretary of State. Upon receipt by the Clark County Auditor of the signed originals, each such signed original shall constitute an agreement binding upon both County and City.

SECTION 21. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 22. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 20TH day of MARCH, 2006.

FOR CLARK COUNTY, WASHINGTON,
a subdivision of the State of Washington

By: Bill Barron
Bill Barron, County Administrator

Approved as to form:

By: Art Curtis
Art Curtis, Prosecuting Attorney
By Deputy Prosecuting Attorney

CITY OF CAMAS,
a municipal corporation of the State of Washington

By: Paul Dennis
Paul Dennis, City Mayer

Approved as to form:

By: _____
Roger Knapp, City Attorney