

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Road Maintenance and Safety

DATE: August 8, 2017

REQUESTED ACTION: Authorize the Interim County Manager to execute interlocal agreements with the Washington State Department of Transportation and the cities of Vancouver, Camas, La Center, Battle Ground and Washougal for processing and disposal services at the Whatley facility.

Consent Hearing County Manager

PUBLIC WORKS GOALS:

- Provide a safe, efficient transportation system
- Support a vibrant system of parks and natural areas while preserving the environment
- Continue responsible stewardship of public funds
- Increase partnerships and foster an engaged, informed community
- Empower a skilled, responsive workforce
- Make Public Works a great place to work

BACKGROUND

Clark County owns the Whatley facility, 11203 N.E. 76th St., which has been used as a processing facility for material swept from streets and removed from storm drains. These agreements cover treatment and disposal costs for material brought to Whatley.

Agencies were previously charged only for material brought to the facility, and no charges were assessed for disposal and reuse. Piles of accumulated material became excessive due to lack of funding for disposal. Agencies volunteered hauling and labor to remove about half of the stored materials to an approved reuse site.

These agreements are designed to keep treatment and disposal costs reasonable for the county and partner agencies and recognize that larger agencies have invested in this facility over the years.

COUNCIL POLICY IMPLICATIONS

This could affect the Road Maintenance and Safety Division's budget. However, because the county has paid for a large portion of past costs, the precise financial effect is not known. Adjustments will be made, as necessary, in 2018.

The Road Maintenance and Safety Division will be billed in the same manner as other agencies. The division can recover some funds by contributing services, such as hauling material to a reuse or disposal site, just like any of the other agencies. A Steering Committee serves in an advisory role to assist in decision making related to this facility.

ADMINISTRATIVE POLICY IMPLICATIONS

None anticipated.

COMMUNITY OUTREACH

This facility is not open to the public, and there are no expected public implications necessitating outreach.

PW17-090

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.


BUDGET DETAILS

Local Fund Dollar Amount	N/A
Grant Fund Dollar Amount	N/A
Account	General fund; Road fund
Company Name	N/A

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

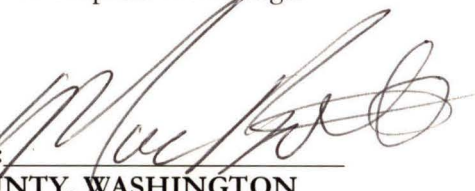
Attachments: Interlocal agreements



Scott Wilson
Public Works, Road Operations Manager



Heath H. Henderson, PE
Public Works Director/County Engineer



APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 7-5-17

SR# SR 168-17



APPROVED:
Jim Rumpeltes, Interim County Manager

DATE: 8-9-17



**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION**

FOR

DECANT AND/OR STREET SWEEPINGS PROCESSING AND DISPOSAL SERVICES

THIS AGREEMENT, entered this 13th day of April 2017, by and between CLARK COUNTY, after this referred to as "County," a political subdivision of the State of Washington, and the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "WSDOT" (Collectively "Parties").

WITNESSETH:

WHEREAS, WSDOT is a State agency cooperating with the County where economy and ongoing maintenance is best served, and County has the expertise to provide professional services for WSDOT related to the treatment and disposal of storm water liquids and solids, and/or street sweepings materials generated by WSDOT, as-mixed with other agencies similar material, and;

WHEREAS, County and WSDOT understand that costs, procedures, and practices are subject to periodic changes, which are channeled through a Steering Committee, currently consisting of WSDOT, Clark County, City of Vancouver, City of Camas, City of Washougal and City of Battle Ground as voting members, and;

WHEREAS, for purposes and intent of this Agreement, the facility is defined as the upper-portion of the Whatley site which encompasses the main gate access to, and including the scale, wash rack, upper asphalt stockpile pad, Decant facility, stormwater systems and retention ponds, and;

WHEREAS, a Site Management Plan has been developed and approved by regulatory agencies for the Whatley facility, and WSDOT recognizes, accepts and shall comply with all practices and procedures therein, and;

NOW, THEREFORE, the Parties hereto agree as follows:

1. Services. County provides service to treat storm water solids and liquids, and/or street sweepings generated, and reuse and/or disposal of solids as-needed.
2. Term. This Agreement shall be effective beginning January 1, 2017 and ending January 1, 2027. Both Parties understand the effective date precedes the signatory date to capture costs of existing operations at the Whatley Facility of both Parties.
3. Compensation. WSDOT shall pay the County for services upon receipt of a written invoice according to the schedule set forth in Attachment A. WSDOT recognizes and accepts that all costs and calculations are subject to change on an annual basis according to actual and anticipated costs (see Attachments A and B), projects, Steering Committee input, and any other factors affecting actual or projected costs.

4. Termination. Either party may choose to terminate this Agreement by notifying the other party in writing 180 days prior to termination. Each party agrees to pay and/or reimburse the other party for the cost of agreed services defined within this agreement, and understand that the amount owed may be based on actual or projected costs of remaining materials as identified within this agreement.

5. Independent Contractor. Both Parties shall at all times be deemed to be independent contractors 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 Parties or between any of the Parties employees. Both Parties 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 pursuant to this Agreement. Nothing in this Agreement shall make any employee of either entity an employee of the other for any purpose, including but not limited to, for withholding 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.

6. Scope of Services. The County will accept storm water solids and liquids and/or street sweepings for treatment and disposal as-defined below.

The first service operation; liquids and solids treatment, includes daily operations, liquid treatment, testing, maintenance, associated stormwater facilities, and handling of solids related to treatment such as solids movement from decant or street sweeping materials, pile separation and turning.

The second service is defined by solids remaining following the liquid and treatment service, including screening, testing, loading, transporting, overage disposal, various tipping-related fees and equipment related to re-use/disposal sites such as excavators/loaders needed for material handling, as well as other on-site and/or reuse/disposal site requirements or upgrades, services such as planting operations or site improvements, etc.

7. Cost of Services (General). Costs for imported materials will be based per weight (or estimated weight if scale is not in service) of each imported load for accounting and billing purposes. Reimbursement for exported materials will also be based on scale weights as mentioned.

8. Costs for Liquids and Solids Treatment. The cost of liquids and solids treatment services under this Agreement are established by the County on an annual basis, and based on the projected budget amount over each biennium and the quantity of imported and exported materials from the previous year; unless, at the discretion of the County, there is found to be a more suitable accounting of imported material costs.

9. Costs for Solids Disposal. Costs for solids-related services under this Agreement are based on scale weights, and/or weight estimations of imported and/or exported material (i.e. decomposition, drying, remaining solids, etc.). Invoices to WSDOT will be based on annual costs (see attachments) for treatment and disposal of all material imported to the site, which covers anticipated costs for disposal of their respective portion of imported and exported solids.

WSDOT understands that fees per wet ton will vary annually due to overall quality of material, regulator directive, storage pad space restraints, hauling destinations, and all other disposal, tipping, tax, overhead, and/or any other costs or savings subject to variation based on internal or external sources, agreements and/or contracts.

The fees per wet ton (Attachment A) will be annually adjusted, and for disclosure purposes of this Agreement, WSDOT and County hereby recognize and agree that:

1. There is currently no reserve fee for major maintenance projects; however the County reserves the right to create a reserve fund if needed during the scope or extended scope of this agreement, with approval through a majority vote of the Steering Committee.
2. A program overhead charge is included on all imported solids, and includes costs for program administration and division support. Changes will be updated annually on Attachment A.
3. Solid waste collection tax, currently 3.6%, is included in the import fee for overage material. This tax applies to materials that do not get reused, including overage and solids that are transported to the dump per WAC 458-20-250. Changes to anticipated solids waste collection tax, including tax rate and/or changes in quantity of material to be taxed will be reflected on Attachment A.

10. Billing Method and Process. Per wet ton fees based on type of material imported to the facility will be charged by the County to the Agency on a monthly basis. The invoice will identify the dates, type of material and weight of the solid material delivered, with the amount owed during that billing period.

Import records will be taken directly from Whatley scale documentation, input into an electronic format by County staff, then sent to the County's Accounting Department for processing and formal billing to WSDOT. Payment 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 a County set interest rate, which is currently one percent (1%) per month.

In the event of lack of, or illegible information on the scale documentation, the County shall utilize for billing and invoice purposes, an average of the most previous three (3) loads of WSDOT's material, weight measurements, or any other averaged or estimated information that is determined by County as reasonably representative of imported material.

The County reserves the right to accept WSDOT services in lieu of monetary funds and/or allow WSDOT a reduced fee structure for import solids if in the best interest of the site objectives and if approved by the Steering Committee. The County also reserves the right to accept advanced payments from WSDOT if approved through the Steering Committee and the County's Accounting Department.

11. Reimbursement. WSDOT may submit invoices for services such as solids reuse or improvements provided and agreed in advance by Clark County and/or the Steering Committee for any portion that is reimbursable through the intent of this agreement.

Reimbursable services or improvements would include items such as Labor, Vehicles, Machinery, Rental Costs, Materials (including ground cover, vegetation, herbicides, etc.) associated with loading, disposal or land applications; or any other items or services which are determined as appropriate by the Steering Committee for overall site or reuse project(s), provided the County pre-authorizes the items or services.

12. Indemnification / Hold Harmless.

County agrees to indemnify, defend and hold WSDOT, its elected officials, officers, employees, agents and volunteers, harmless from any and all claims, demands, losses, actions and liabilities () to or by any and all

persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of WSDOT, its elected officials, commissioners, officers, employees, agents and volunteers or by WSDOT's breach of this Agreement.

WSDOT agrees to indemnify, defend save and hold WSDOT, its elected officials, commissioners, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of County, its employees or agents.

13. Wage and hour compliance. Parties shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save the other Party free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

14. Social Security and Other Taxes. Parties assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by the responsible Party in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

15. Amendment: The Parties may, from time to time, require changes in the scope of the services to be performed hereunder. 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. Such changes, including any increase or decrease in the amount of the WSDOT's compensation, which are mutually agreed upon by and between County and the WSDOT, shall be incorporated in the written amendments to the Contract.

16. 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, WSDOT agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. WSDOT further agrees that upon receipt of any written public record request, WSDOT shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

17. Governing Law. Each party accepts responsibility for compliance with federal, state or local laws and regulations' including, in particular, that party's requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

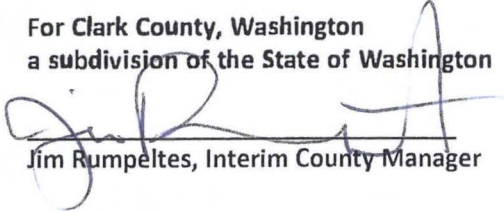
18. Confidentiality. With respect to all information relating to Parties that is confidential and clearly so designated, Both Parties agree to keep such information confidential.

19. Ratification. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

20. 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.

IN WITNESS WHEREOF, the County and Agency have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be in effect as of the First day of January, 2017, understanding the effective date precedes the signatory date to capture costs of existing operations of both Parties at the Whatley Facility.

For Clark County, Washington
a subdivision of the State of Washington



Jim Rumpeltes, Interim County Manager

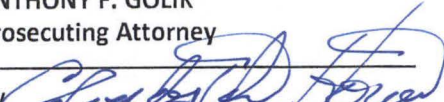
Washington State Department
of Transportation (WSDOT)

By  _____

Bob Kofstad
Maintenance Operations Superintendent

Title

Approved As To Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney

By  _____
Deputy Civil Prosecutor

Attachment A

Cowlitz Landfill Cost (estimated from SR-14 Project)

Total Wet Tons (w/overage)	18,886	Overage = 15 trips x 28 tons/trip (420tons)
Hauling Cost	286,663	18886 tons/28= 674.5 trips (x \$425/trip)
Tipping Fee	377,720	18886 x 20/ton
Collection Tax 3.6%	13,598	Tipping Fee x .036
Equipment, loader	3,600	
County Overhead	86,104	(Hauling + Tipping) x .1296
Total	767,684	
Cost per Wet Ton	\$ 40.65	

Cost to SR-14 Project (estimations)

Total Wet Tons	18,466
Hauling Cost	253,750 add in extra costs for decant and overage
Screening Cost	39,969
Collection Tax 3.6%	302 only charged for non-reuse (overage)
Equipment, multiple	21,600
County Overhead	32,886 Hauling * .1296
Operator - Labor	7,500 safety - screening - equipment ops
Planting/Ground Cover	63,438 hauling cost divided by 4 (fill dirt & seed)
Overage Disposal	14,026
Total	451,937
Cost per Wet Ton \$	24.47

WHATLEY COSTS (examples based on scale weights)

Date	Time	Truck Weight Heavy (after removing excess water)	Truck Weight Light (2nd Weight for dewatered decant)	Difference (Weight of Solids to Pad)	DECANT	SWEEPINGS	Agency	Location where material was picked up	C = Commercial R = Residential M = Multi-Family	Driver Initials	Import Decant cost/WT \$61	Import Sweepings cost/WT \$36	Import Cost to Agency for Reuse Solids*
1/1/2011	1:00	60000	52400	7600	1		Clark Co.	1st and Foremost Street	R	TD	61.00		231.80
1/1/2011	2:00	60000	58000	2000	1		Clark Co.	2nd Toonun Road	R	TD	61.00		61.00
1/1/2011	3:00	30000	22400	7600		1	Clark Co.	20 Lane / Bo-Ling Alley	R	TD		36.00	136.80
1/1/2011	4:00	30000	28500	1500		1	Clark Co.	Outathee Way	R	TD		36.00	27.00

* Reuse solids are local sites where solids are distributed by partners for a reuse purpose. Solids that are not reused are subject to additional costs (currently an additional \$16/WT).

Assumptions, Calculations & Notes

Scale weight (difference) divided by 2000 = Wet Tons imported to facility
 Decant cost based on Decant estimated budget, divided by estimated wet tons (based on trip count - re. no scale in 2015) 112520/2800 = \$40.19
 Sweepings cost based on Sweepings budget divided by estimated wet tons (based on trip counts - re. no scale in 2015) 105120/7000 = \$15.02
 10% weight degradation of solid materials to Landfill disposal operations (overage not separated): 40.65 - 4.07 = \$36.58
 15% total weight loss of material (degradation & overage) assumed during solids reuse activities: 24.47 - 3.67 = \$20.80
 Decant (Import) cost : 40.19 + 20.80 = 60.99 (rounded to \$61)
 Sweepings (Import) cost: 15.02 + 20.80 = 35.82 (rounded tp \$36)

Hauling Reimbursement Data

Local Haul Rate for 2017: **\$6.43/ton**
 (Local is < 20 miles from Whatley)

 Long Haul Rate for 2017: **\$15.25/ton**
 (Long is >20 miles from Whatley)

Attachment B

2016 Modifications (1-Yr)

Description	Object Code	Decant 45%	Street 45%	Lower Pit 10%	Total 100%	Notes
Salary (FTE)	100's	21,600	21,600	4,800	48,000	Overtime not factored (\$48K/Year assumed)
Benefits (FTE)	200's	9,720	9,720	480	19,920	40% estimation
Other Operating Supplies	320-329	3,500	1,500	1,000	6,000	Lab supplies added to this
Other Bldg Supplies	330-339	3,500	1,500		5,000	
Traffic Control Devices	358	1,100	200	200	1,500	
County Contract Services	410	16,000	6,000	3,000	25,000	Facilities contract, lower pit road, slopes, stormwater, etc...
Other Professional Services	419	20,000	35,000	35,000	90,000	Sweeping pad, Screening Materials (est at 55K for 2016, then should be lower), Yard Debris Disposal (35K is est for Roads only - no Parks)
Telephone/Data	421	500	500	500	1,500	
Other Travel	439	200	200	100	500	
County Land/Bldg Rentals	454	1,200	400	400	2,000	New building is needed
Hourly Equipment Rental	458	9,000	9,000	5,000	23,000	Loader Rental - ER&R Costs (H35-0458)
Garbage/Refuse	472	1,000	1,000	400	2,400	Dumpster, Porta-toilet, etc.
Landfill (overage)	472	5,000	15,000		20,000	
Water & Sewer	476	6,500			6,500	New agreement in process (doesn't incl. new lines)
Permits/Filing/Recording	493	8,700		1,300	10,000	
Other Misc Service	499	500	500	4,500	5,500	Weed Management, primarily lower pit
Other Misc Service	499	4,500	3,000		7,500	Decant. Sweepings & Water Testing
Total		\$112,520	\$105,120	\$56,680	\$274,320	

persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of WSDOT, its elected officials, commissioners, officers, employees, agents and volunteers or by WSDOT's breach of this Agreement.

WSDOT agrees to indemnify, defend save and hold WSDOT, its elected officials, commissioners, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of County, its employees or agents.

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INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND CITY OF VANCOUVER
FOR
DECANT AND/OR STREET SWEEPINGS
PROCESSING AND DISPOSAL SERVICES

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 Vancouver, hereinafter referred to as the “Agency”, a municipal corporation and charter Agency of the first class of the State of Washington, by which the County will allow utilization of the County’s Whatley Facility for the treatment and disposal of storm water liquids and solids, and/or street sweepings generated by the Agency.

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, the county has the resources available to provide such services to the Agency in a cost-effective manner; and

WHEREAS, for purposes and intent of this Agreement, the facility is defined as the upper- portion of the Whatley site which encompasses the main gate access to, and including the scale, wash rack, upper asphalt stockpile pad, Decant facility, stormwater systems and retention ponds; and

WHEREAS, as set forth in the Charter for the Whatley Decant and Street Sweeping Recycling Facility Steering Committee; hereinafter referred to as Steering Committee, the county and partnership agencies within aforementioned committee shall serve in an advisory role

to assist in decision making related to this facility; and

NOW, THEREFORE,

THE COUNTY AND AGENCY agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to provide for utilization of the County's Whatley Facility for treatment and disposal of storm water solids and liquids, and/or street sweepings generated by the Agency.

SECTION 2. TERM. The initial term of the Agreement, not including any extensions, is a (6) six-year period from January 1, 2017 through December 31, 2022.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 180 days prior to termination. The Agency agrees to reimburse the County for the cost of services provided, and includes any amounts owed related to import fees or costs of Agency-contributed portion of stockpiled materials, and furthermore; Agency shall be responsible for any remaining proportional projected costs of materials, equipment, hauling, tipping fees, taxes, labor, grinding, screening, chipping, etc., associated with movement of Agency-generated materials. The Agency hereby agrees to payment and/or reimbursement as expressed within the body of this agreement, and understands that the amount owed may be based on actual or projected costs of remaining materials as identified within this agreement. The County reserves the right to accept services in lieu of monetary funds if in the best interest of the site objectives and if approved in advance by the Steering Committee.

SECTION 4. EXTENSIONS. The term of this Agreement may be extended in two-year increments of subsequent years by mutual written agreement of both parties, up to maximum of four additional (4) years. The extension agreements shall be executed at least fifteen (15) days

prior to the expiration of the contract. The County and City Managers are authorized to approve and execute such two-year extensions without further authorization from their respective governing bodies.

SECTION 5. FACILITY AND PARTICIPANTS. The facility, as defined above in the recitals, is located at 11203 N.E. 76th Street, Vancouver, Washington was designed and built to treat and store solids, and to treat, store and dispose of storm water liquids removed from storm water and drainage systems, and municipal street sweepings. The original cost of construction of the facility was borne by Clark County, and subsequent expansion occurred through contributions from the Washington State Department of Transportation (State) and the City of Vancouver (Agency) for their impacts related to sizing of the facility. Currently, Clark County, City of Vancouver, Washington State Department of Transportation, City of Battle Ground, City of Camas and City of Washougal compose a Steering Committee which serves in an advisory role to assist in decision making related to this facility.

SECTION 6. SCOPE OF SERVICES. The County will allow the Agency to bring storm water solids and liquids and/or street sweepings collected inside the Agency boundaries, for treatment and coordinated disposal as-defined within this agreement. The County will provide all labor and equipment necessary for the treatment of liquids and solids, and disposal of liquids from the decant and sweepings processes; and shall provide disposal services as outlined in Section 7B, as-necessary to maintain sufficient pad space related to solids treatment and storage areas on the solids pad. The Agency hereby agrees that necessary pad storage space shall be as-determined by the County, with the understanding that pad space for storage and treatment of solids material shall take precedent over any implied or intended cost- savings related to a local reuse event. The Agency also hereby

acknowledges that a determination to move solids based on aforementioned storage space may result in the Agency's solids disposal costs increasing significantly higher than costs which are dependent upon participation from the Agency during reuse/disposal haul-out events described in Section 7B.

SECTION 7. COST OF SERVICES – GENERAL. Costs will be based per weight of each imported load, and shall be derived from the sum of separate, described herein operations for accounting and billing purposes. The first operation; liquids and treatment, covers overall decant facility operations, and includes daily operations, liquid treatment, testing, maintenance, associated stormwater facilities, and handling of solids related to treatment such as solids movement from decant or street sweeping materials, pile separation and turning. The second service is defined by the solids that remain following the liquid and treatment service, which include screening, testing, loading, transporting, overage disposal, various tipping-related fees and equipment related to re-use/disposal sites such as excavators/loaders needed for material handling, as well as other on-site and/or reuse/disposal site requirements or upgrades, services such as planting operations or site improvements. The Agency understands that the cost of some of these aforementioned services is highly subject to Agency participation during partnership supported reuse projects of solids materials, and may fluctuate significantly annually.

SECTION 7A. COSTS FOR LIQUIDS AND TREATMENT. The cost of liquids and treatment services under this Agreement are established by the County on an annual basis, and based on the projected budget amount over each biennium and the quantity of imported materials from the previous year; unless, at the discretion of the County, with approval from a majority of the Steering Committee, there is found to be a more suitable accounting of imported

material costs. These costs shall be defined in Attachment A, incorporated herein by reference, and attached. Costs will be based on the budgeted data, tonnages of decant and sweepings material brought into the facility, equipment, upgrades and/or repairs, and any uncollected costs from previous year(s), including costs from redirection of solids to the landfill site or any other less cost-effective options than local reuse.

Liquids and treatment services reporting category costs do not include costs specific to the lower pit area or solids disposal/reuse. The lower pit area is designated only for Clark County Public Works Operations use, and Clark County Public Works will be responsible for any and all costs and fees associated with the lower pit, including operations, maintenance, permitting, etc., and any other items related to requirements, needs or projects that occur which are exclusive to Clark County.

SECTION 7B. FEES FOR SOLIDS. Fees of solids-related services under this Agreement are based on scale weights of imported material, an estimated level of decomposition and drying of material, and remaining solids. To achieve consistency for all partnership agencies, each agency will pay an annually determined rate for the type and weight of material they bring in to the site, which covers anticipated costs for disposal during a local reuse event. Each agency is responsible for payment of their respective portion of the solids they have imported onto the site.

The Agency understands that participation in local reuse events is critical to keeping costs and fees low for all partnership agencies, and participation is preferred but not mandatory. The Agency hereby understands that although not mandatory; significant non-participation causes overall cost and fee increases to other partnership agencies. The burden of significant non-participation should not be placed on other partnership agencies, and is

subject to a separate, proportionally- determined payment exclusive to the non-participating agency with a majority vote from the Steering Committee. In the event of a majority vote of significant non-participation, costs shall be billed to the Agency based on the Agencies percentage-based proportion of material(s) brought in to Whatley.

The Agency understands that fees per wet ton generally vary annually due to overall quality of material, regulator directive, storage pad space restraints, hauling to a landfill, and all other disposal, tipping, tax, overhead, or any other costs or savings subject to variation based on internal or external sources, agreements and/or contracts.

The fees per wet ton (Attachment A) will be annually adjusted, and for disclosure purposes of this Agreement, the Agency and County hereby recognizes and agrees that:

1. There is currently no reserve fee for major maintenance projects, as these projects will be determined by the Steering Committee on an annual basis, and the overall fees will be distributed amongst all partnership agencies. The County reserves the right to create a reserve fund if needed during the scope or extended scope of this agreement, with approval through a majority vote of the Steering Committee.
2. A program overhead charge is included on all imported solids, and includes costs for program administration and division support. Changes will be updated annually on Attachment A.
3. Solid waste collection tax, currently 3.6%, is included in the import fee for overage material. This tax applies to materials that do not get reused, including overage and solids that are transported to the dump per WAC 458-20-250. Changes to anticipated solids waste collection tax, including tax rate and/or changes in quantity of material to be taxed will be reflected on Attachment A.

4. Annual increases to the fees per wet ton as reflected on Attachment A will first be presented to the Steering Committee in December of each calendar year and if approved by a majority of Committee members will become effective for the next calendar year. Upon Steering Committee approval, Clark County will ensure that Attachment A is amended to reflect the revised rates and distributed to all members by both electronic mail and the U.S. postal service. Members disapproving of the increase are authorized to discontinue using the service. Alternately, if the increase is not approved, the County is authorized to discontinue providing the service at the end of the calendar year, notwithstanding Section 3, billing only for services provided, if feasible to provide any remaining services.

SECTION 8. BILLING METHOD AND PROCESS. Per wet ton fees based on type of material imported to the facility will be charged by the County to the Agency on a monthly basis. The invoice will identify the dates, type of material and weight of the solid material delivered, with the amount owed during that billing period.

Import records will be taken directly from Whatley scale documentation, input into an electronic format by County staff, then sent to the County's Accounting Department for processing and formal billing to the Agency. The County Accounting Department will send billings to the Agency's Finance office for payment and will simultaneously send an information copy of the billing to the Agency. Payment by the Agency shall be due within thirty days after the bill is issued, by mailing the bill through the U.S. Postal Service. 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 a County set interest rate, which is currently one percent (1%) per month.

In the event of dispute due to lack of, or illegible information on the scale

documentation, the County shall take an average of the most previous three (3) loads of the Agencies similar type of material with completed scale data, and annotate through supporting documentation and/or directly on invoice that an average was applied for billing; this average will be utilized until complete information is available.

SECTION 9. CONTRIBUTIONS AND AGENCY PAYMENT. The Agency may submit invoices for services or improvements provided and agreed upon by Clark County and/or the Steering Committee for any portion that is reimbursable through the intent of this agreement. The County, with any requested guidance from the Steering Committee shall consider all items and/or services on an individual agency basis, and reserves the right to accept or deny payment/credit for any item or service that is not conducive to the intent of this agreement and/or the overall benefit to the Whatley Facility or members. Each agency must provide invoices to County within 60 days of each solids disposal and/or local reuse project completion. Payment may be subject to the approval of Steering Committee if the contribution was not pre-authorized. Reimbursable services or improvements would include items such as the following not all-inclusive examples:

1. Hourly cost and total quantity of hours of labor provided by the Agency.
2. Any vehicles, machinery or rentals costs provided by the Agency.
3. Any materials (including ground cover, vegetation, herbicides, etc.)

associated with loading, disposal or application of Whatley solids.

4. Any other items or services that are provided which are determined as desirable by the Steering Committee for the general purposes of the overall site or individual project provided the County pre-authorizes the aforementioned items or services prior to the agency commencing said items or services.

SECTION 10. COMPLIANCE TO OPERATING PROCEDURES. The Agency will be required to follow the terms and conditions outlined in the Clark County Public Works Decent Facility Standard Operations and Procedures Manual, incorporated by reference and available to all partnership agencies.

SECTION 11. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the County Administrator and Agency Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. The County and Agency contract managers shall review service levels, service delivery, and costs on an annual basis. The contract managers shall, during the interim, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 12. DISPUTE RESOLUTION. In the event of a dispute between the County and Agency regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the Clark County Administrator and the Agency Manager 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 Agency Manager 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 Agency Manager may be submitted to mediation.

SECTION 13. 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 Agency or between any of the County's or Agency'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 Agency or any employee of the Agency an employee of the County for any purpose, including but not limited to, for withholding 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 14. HOLD HARMLESS/INDEMNIFICATION.

a. COUNTY RESPONSIBILITY. The County agrees to indemnify, defend, save and hold harmless the Agency, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs or whatsoever kind of 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 Agency; the Agency 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 Agency 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. AGENCY RESPONSIBILITY. The Agency 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, or whatsoever kind of

nature, arising out of, or in connection with, or incident to, the provision of services by the Agency pursuant to this Agreement.

In the event that any suit bases on such a claim, demand, loss, damage, cost, or cause of action is brought against the Agency, 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 Agency or subcontractor or agent of the Agency, even if the Agency 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 the contract.

SECTION 15. 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 Agency under this Agreement without the prior written consent of the Agency.

SECTION 16. NO THIRD PARTY BENEFICIARY. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the Agency. The Agency does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and Agency do not intend there be any third-party beneficiary to this Agreement.

SECTION 17. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the Agency:

THE CITY OF _____

Attention: _____

To the County:

CLARK COUNTY PUBLIC WORKS
4700 NE 78th Street Vancouver, Washington 98665
Attention: Safety and Asset Manager

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

SECTION 18. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in the 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 19. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Section 2 (Term) and 2 (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 (Scope of Service) and 7 (Cost of Services). No new or separate legal or administrative entity is created to administer this Agreement. This Agreement shall be administered as stated in Section 11 (Administration/Communications). 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 20. 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 21. 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 two (2), two-year extensions of this Agreement and additional compensation to the County for additional service hours without further approval of the Board of Commissioners.

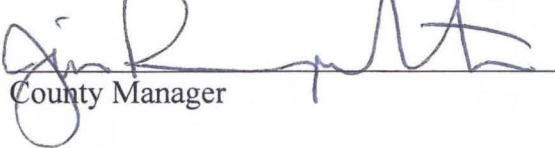
SECTION 22. DOCUMENT EXECUTION AND FILING. The County and Agency agree that there shall be four (4) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and Agency. Upon execution, the executed originals of this Agreement shall be returned to the contract manager who shall file copies of the Agreement with the Agency 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 Agency.

SECTION 23. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

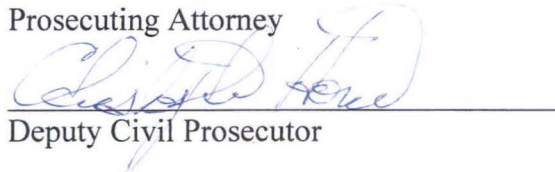
SECTION 24. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the County and Agency have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be in effect as of the First day of January, 2017.

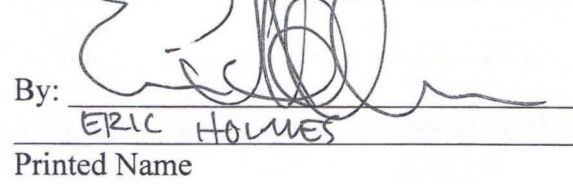
FOR CLARK COUNTY, WASHINGTON
a subdivision of the State of Washington


County Manager

APPROVED AS TO FORM ONLY:
ANTHONY GOLIK
Prosecuting Attorney

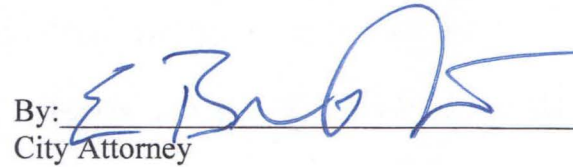

Deputy Civil Prosecutor

FOR THE CITY OF Vancouver


By: ERIC HOLMES
Printed Name

CITY MANAGER
Title

APPROVED AS TO FORM ONLY:


By: [Signature]
City Attorney

INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND CITY OF CAMAS
FOR
DECANT AND/OR STREET SWEEPINGS PROCESSING
AND DISPOSAL SERVICES

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, hereinafter referred to as the "Agency", a municipal corporation and charter Agency of the first class of the State of Washington, by which the County will allow utilization of the County's Whatley Facility for the treatment and disposal of storm water liquids and solids, and/or street sweepings generated by the Agency.

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, the county has the resources available to provide such services to the Agency in a cost-effective manner; and

WHEREAS, for purposes and intent of this Agreement, the facility is defined as the upper-portion of the Whatley site which encompasses the main gate access to, and including the scale, wash rack, upper asphalt stockpile pad, Decant facility, stormwater systems and retention ponds.

WHEREAS, as set forth in the Charter for the Whatley Decant and Street Sweeping Recycling Facility Steering Committee; hereinafter referred to as Steering Committee, the county and partnership agencies within aforementioned committee shall serve in an advisory role to assist in decision making related to this facility; and

NOW, THEREFORE,

THE COUNTY AND AGENCY agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to provide for utilization of the County's Whatley Facility for treatment and disposal of storm water solids and liquids, and/or street sweepings generated by the Agency.

SECTION 2. TERM. The initial term of the Agreement, not including any extensions is a (5) five-year period from January 1, 2017 through December 31, 2022.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 180 days prior to termination. The Agency agrees to reimburse the County for the cost of services provided, and includes any amounts owed related to import fees or costs of Agency-contributed portion of stockpiled materials, and furthermore; Agency shall be responsible for any remaining proportional projected costs of materials, equipment, hauling, tipping fees, taxes, labor, grinding, screening, chipping, etc., associated with movement of Agency-generated materials. The Agency hereby agrees to payment and/or reimbursement as expressed within the body of this agreement, and understands that the amount owed may be based on actual or projected costs of remaining materials as identified within this agreement. The County reserves the right to accept services in lieu of monetary funds if in the best interest of the site objectives and if approved in advance by the Steering Committee.

SECTION 4. EXTENSIONS. The term of this Agreement may be extended in two-year increments of subsequent years by mutual written agreement of both parties, up to maximum of four additional (4) years. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the contract. The County Manager is authorized to approve and execute such two-year extensions without further authorization from the Board of County Councilors.

SECTION 5. DEFINITION OF FACILITY AND PARTICIPANTS. The facility, located at 11203 N.E. 76th Street, Vancouver, Washington was designed and built to treat and store solids, and to treat, store and dispose of storm water liquids removed from storm water and drainage systems, and municipal street sweepings. The original cost of construction of the facility was borne by Clark County, and subsequent expansion occurred through contributions from the Washington State Department of Transportation (State) and the City of Vancouver (Agency) for their impacts related to sizing of the facility. Currently, Clark County, City of Vancouver, Washington State Department of Transportation, City of Battle Ground, City of Camas and City of Washougal compose a Steering Committee which serves in an advisory role to assist in decision making related to this facility.

SECTION 6. SCOPE OF SERVICES. The County will allow the Agency to bring storm water solids and liquids and/or street sweepings collected inside the Agency boundaries, for treatment and coordinated disposal as-defined within this agreement. The County will provide all labor and equipment necessary for the treatment of liquids and solids, and disposal of liquids from the decant and sweepings processes; and shall provide disposal services as outlined in Section 7B, as-necessary to maintain sufficient pad space related to solids treatment and storage areas on the solids pad. The Agency hereby agrees that necessary pad storage space shall be as-determined by the County, with the understanding that pad space for storage and treatment of solids material shall take precedent over any implied or intended cost-savings related to a local reuse event. The Agency also hereby acknowledges that a determination to move solids based on aforementioned storage space may result in the Agency's solids disposal costs increasing significantly higher than costs which are dependent upon participation from the Agency during reuse/disposal haul-out events described in Section 7B.

SECTION 7. COST OF SERVICES – GENERAL. Costs will be based per weight of each imported load, and shall be derived from the sum of separate, described herein operations for accounting and billing purposes. The first operation; liquids and treatment, covers overall decant facility operations, and includes daily operations, liquid treatment, testing, maintenance, associated stormwater facilities, and handling of solids related to treatment such as solids movement from decant or street sweeping materials, pile separation and turning. The second service is defined by the solids that remain following the liquid and treatment service, which include screening, testing, loading, transporting, overage disposal, various tipping-related fees and equipment related to re-use/disposal sites such as excavators/loaders needed for material handling, as well as other on-site and/or reuse/disposal site requirements or upgrades, services such as planting operations or site improvements. The Agency understands that the cost of some of these aforementioned services is highly subject to Agency participation during partnership supported reuse projects of solids materials, and may fluctuate significantly annually.

SECTION 7A. COSTS FOR LIQUIDS AND TREATMENT. The cost of liquids and treatment services under this Agreement are established by the County on an annual basis, and based on the projected budget amount over each biennium and the quantity of imported materials from the previous year; unless, at the discretion of the County, there is found to be a more suitable accounting of imported material costs. These costs shall be defined in Attachment A, incorporated herein by reference, and attached. Costs will be based on the budgeted data, tonnages of decant and sweepings material brought into the facility, equipment, upgrades and/or repairs, and any uncollected costs from previous year(s), including costs from redirection of solids to the landfill site or any other less cost-effective options than local reuse.

Liquids and treatment services reporting category costs do not include costs specific to the lower pit area or solids disposal/reuse. The lower pit area is designated only for Clark County Public Works Operations use, and Clark County Public Works will be responsible for any and all costs and

fees associated with the lower pit, including operations, maintenance, permitting, etc., and any other items related to requirements, needs or projects that occur which are exclusive to Clark County.

SECTION 7B. FEES FOR SOLIDS. Fees of solids-related services under this Agreement are based on scale weights of imported material, an estimated level of decomposition and drying of material, and remaining solids. To achieve consistency for all partnership agencies, each agency will pay an annually determined amount for the type and weight of material they bring in to the site, which covers anticipated costs for disposal during a local reuse event. Each agency is responsible for payment of their respective portion of the solids they have imported onto the site.

The Agency understands that participation in local reuse events is critical to keeping costs and fees low for all partnership agencies, and participation is preferred but not mandatory. The Agency hereby understands that although not mandatory; significant non-participation causes overall cost and fee increases to other partnership agencies. The burden of significant non-participation should not be placed on other partnership agencies, and is subject to a separate, proportionally-determined payment exclusive to the non-participating agency with a majority vote from the Steering Committee. In the event of a majority vote of significant non-participation, costs shall be billed to the Agency based on the Agencies percentage-based proportion of material(s) brought in to Whatley.

The Agency understands that fees per wet ton generally vary annually due to overall quality of material, regulator directive, storage pad space restraints, hauling to a landfill, and all other disposal, tipping, tax, overhead, or any other costs or savings subject to variation based on internal or external sources, agreements and/or contracts.

The fees per wet ton (Attachment A) will be annually adjusted, and for disclosure purposes of this Agreement, the Agency and County hereby recognizes and agrees that:

1. There is currently no reserve fee for major maintenance projects, as these projects will be determined by the Steering Committee on an annual basis, and the overall fees will be distributed amongst all partnership agencies. The County reserves the

right to create a reserve fund if needed during the scope or extended scope of this agreement, with approval through a majority vote of the Steering Committee.

2. A program overhead charge is included on all imported solids, and includes costs for program administration and division support. Changes will be updated annually on Attachment A.
3. Solid waste collection tax, currently 3.6%, is included in the import fee for overage material. This tax applies to materials that do not get reused, including overage and solids that are transported to the dump per WAC 458-20-250. Changes to anticipated solids waste collection tax, including tax rate and/or changes in quantity of material to be taxed will be reflected on Attachment A.

SECTION 8. BILLING METHOD AND PROCESS. Per wet ton fees based on type of material imported to the facility will be charged by the County to the Agency on a monthly basis. The invoice will identify the dates, type of material and weight of the solid material delivered, with the amount owed during that billing period.

Import records will be taken directly from Whatley scale documentation, input into an electronic format by County staff, then sent to the County's Accounting Department for processing and formal billing to the Agency. The County Accounting Department will send billings to the Agency's Finance office for payment and will simultaneously send an informational copy of the billing to the Agency. Payment by the Agency 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 a County set interest rate, which is currently one percent (1%) per month.

In the event of dispute due to lack of, or illegible information on the scale documentation, the County shall take an average of the most previous three (3) loads of the Agencies similar type of material with completed scale data, and annotate through supporting documentation and/or directly

on invoice that an average was applied for billing; this average will be utilized until complete information is available.

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1. Hourly cost and total quantity of hours of labor provided by the Agency
2. Any vehicles, machinery or rentals costs provided by the Agency
3. Any materials (including ground cover, vegetation, herbicides, etc.) associated with loading, disposal or application of Whatley solids.
4. Any other items or services that are provided which are determined as desirable by the Steering Committee for the general purposes of the overall site or individual project provided the County pre-authorizes the aforementioned items or services prior to the agency commencing said items or services.

SECTION 10. COMPLIANCE TO OPERATING PROCEDURES. The Agency will be required to follow the terms and conditions outlined in the Clark County Public Works Decent Facility Standard Operations and Procedures Manual, incorporated by reference and available to all partnership agencies.

SECTION 11. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the County Administrator and Agency Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. The County and Agency contract managers shall review service levels, service delivery, and costs on an annual basis. The contract managers shall, during the interim, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 12. DISPUTE RESOLUTION. In the event of a dispute between the County and Agency regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the Clark County Administrator and the Agency Manager 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 Agency Manager 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 Agency Manager may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 13. 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 Agency or between any of the County's or Agency'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 Agency or any employee of the Agency an employee of the County for any purpose, including but not limited to, for withholding 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 14. HOLD HARMLESS/INDEMNIFICATION.

a. COUNTY RESPONSIBILITY. The County agrees to indemnify, defend, save and hold harmless the Agency, 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 of 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 Agency; the Agency 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 Agency 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.

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

SECTION 15. 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 Agency under this Agreement without the prior written consent of the Agency.

SECTION 16. NO THIRD PARTY BENEFICIARY. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the Agency. The Agency does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and Agency do not intend there be any third-party beneficiary to this Agreement.

SECTION 17. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the Agency:

CITY OF CAMAS
1620 SE 8th Avenue
Camas, Washington 98607
Attention: Denis Ryan

To the County:

CLARK COUNTY PUBLIC WORKS
4700 NE 78th Street
Vancouver, Washington 98665
Attention: Safety and Asset Manager

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

SECTION 18. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in the 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 19. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 2 (Term) and 2 (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 (Scope of Service) and 7 (Cost of Services). 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 20. 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 21. 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 two (2), two-year extensions of this Agreement and additional compensation to the County for additional service hours without further approval of the Board of Commissioners.

SECTION 22. DOCUMENT EXECUTION AND FILING. The County and Agency 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 Agency. Upon execution, the executed originals of this Agreement shall be returned to the contract manager who shall file copies of the Agreement with the Agency 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 Agency.

SECTION 23. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

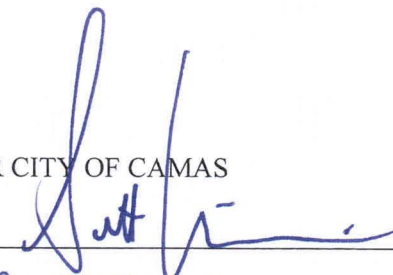
SECTION 24. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the County and Agency have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be in effect as of the First day of January, 2017.

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


County Manager

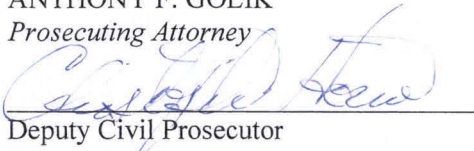
FOR CITY OF CAMAS


By Scott Higgins
Printed Name
Mayor
Title

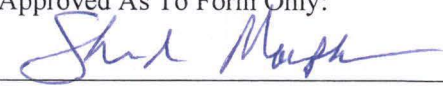
Approved As To Form Only:

ANTHONY F. GOLIK

Prosecuting Attorney


Deputy Civil Prosecutor

Approved As To Form Only:


By
City Attorney

INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND La Center
FOR
DECANT AND/OR STREET SWEEPINGS PROCESSING
AND DISPOSAL SERVICES

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 La Center, hereinafter referred to as the "Agency", a municipal corporation and charter Agency of the first class of the State of Washington, by which the County will allow utilization of the County's Whatley Facility for the treatment and disposal of storm water liquids and solids, and/or street sweepings generated by the Agency.

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, the county has the resources available to provide such services to the Agency in a cost-effective manner; and

WHEREAS, for purposes and intent of this Agreement, the facility is defined as the upper-portion of the Whatley site which encompasses the main gate access to, and including the scale, wash rack, upper asphalt stockpile pad, Decant facility, stormwater systems and retention ponds.

WHEREAS, as set forth in the Charter for the Whatley Decant and Street Sweeping Recycling Facility Steering Committee; hereinafter referred to as Steering Committee, the county and partnership agencies within aforementioned committee shall serve in an advisory role to assist in decision making related to this facility; and

NOW, THEREFORE,

THE COUNTY AND AGENCY agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to provide for utilization of the County's Whatley Facility for treatment and disposal of storm water solids and liquids, and/or street sweepings generated by the Agency.

SECTION 2. TERM. The initial term of the Agreement, not including any extensions is a (5) five-year period from January 1, 2017 through December 31, 2022.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 180 days prior to termination. The Agency agrees to reimburse the County for the cost of services provided, and includes any amounts owed related to import fees or costs of Agency-contributed portion of stockpiled materials, and furthermore; Agency shall be responsible for any remaining proportional projected costs of materials, equipment, hauling, tipping fees, taxes, labor, grinding, screening, chipping, etc., associated with movement of Agency-generated materials. The Agency hereby agrees to payment and/or reimbursement as expressed within the body of this agreement, and understands that the amount owed may be based on actual or projected costs of remaining materials as identified within this agreement. The County reserves the right to accept services in lieu of monetary funds if in the best interest of the site objectives and if approved in advance by the Steering Committee.

SECTION 4. EXTENSIONS. The term of this Agreement may be extended in two-year increments of subsequent years by mutual written agreement of both parties, up to maximum of four additional (4) years. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the contract. The County Manager is authorized to approve and execute such two-year extensions without further authorization from the Board of County Councilors.

SECTION 5. DEFINITION OF FACILITY AND PARTICIPANTS. The facility, located at 11203 N.E. 76th Street, Vancouver, Washington was designed and built to treat and store solids, and to treat, store and dispose of storm water liquids removed from storm water and drainage systems, and municipal street sweepings. The original cost of construction of the facility was borne by Clark County, and subsequent expansion occurred through contributions from the Washington State Department of Transportation (State) and the City of Vancouver (Agency) for their impacts related to sizing of the facility. Currently, Clark County, City of Vancouver, Washington State Department of Transportation, City of Battle Ground, City of Camas and City of Washougal compose a Steering Committee which serves in an advisory role to assist in decision making related to this facility.

SECTION 6. SCOPE OF SERVICES. The County will allow the Agency to bring storm water solids and liquids and/or street sweepings collected inside the Agency boundaries, for treatment and coordinated disposal as-defined within this agreement. The County will provide all labor and equipment necessary for the treatment of liquids and solids, and disposal of liquids from the decant and sweepings processes; and shall provide disposal services as outlined in Section 7B, as-necessary to maintain sufficient pad space related to solids treatment and storage areas on the solids pad. The Agency hereby agrees that necessary pad storage space shall be as-determined by the County, with the understanding that pad space for storage and treatment of solids material shall take precedent over any implied or intended cost-savings related to a local reuse event. The Agency also hereby acknowledges that a determination to move solids based on aforementioned storage space may result in the Agency's solids disposal costs increasing significantly higher than costs which are dependent upon participation from the Agency during reuse/disposal haul-out events described in Section 7B.

SECTION 7. COST OF SERVICES – GENERAL. Costs will be based per weight of each imported load, and shall be derived from the sum of separate, described herein operations for accounting and billing purposes. The first operation; liquids and treatment, covers overall decant facility operations, and includes daily operations, liquid treatment, testing, maintenance, associated stormwater facilities, and handling of solids related to treatment such as solids movement from decant or street sweeping materials, pile separation and turning. The second service is defined by the solids that remain following the liquid and treatment service, which include screening, testing, loading, transporting, overage disposal, various tipping-related fees and equipment related to re-use/disposal sites such as excavators/loaders needed for material handling, as well as other on-site and/or reuse/disposal site requirements or upgrades, services such as planting operations or site improvements. The Agency understands that the cost of some of these aforementioned services is highly subject to Agency participation during partnership supported reuse projects of solids materials, and may fluctuate significantly annually.

SECTION 7A. COSTS FOR LIQUIDS AND TREATMENT: The cost of liquids and treatment services under this Agreement are established by the County on an annual basis, and based on the projected budget amount over each biennium and the quantity of imported materials from the previous year; unless, at the discretion of the County, there is found to be a more suitable accounting of imported material costs. These costs shall be defined in Attachment A, incorporated herein by reference, and attached. Costs will be based on the budgeted data, tonnages of decant and sweepings material brought into the facility, equipment, upgrades and/or repairs, and any uncollected costs from previous year(s), including costs from redirection of solids to the landfill site or any other less cost-effective options than local reuse.

Liquids and treatment services reporting category costs do not include costs specific to the lower pit area or solids disposal/reuse. The lower pit area is designated only for Clark County Public Works Operations use, and Clark County Public Works will be responsible for any and all costs and

fees associated with the lower pit, including operations, maintenance, permitting, etc., and any other items related to requirements, needs or projects that occur which are exclusive to Clark County.

SECTION 7B. FEES FOR SOLIDS. Fees of solids-related services under this Agreement are based on scale weights of imported material, an estimated level of decomposition and drying of material, and remaining solids. To achieve consistency for all partnership agencies, each agency will pay an annually determined amount for the type and weight of material they bring in to the site, which covers anticipated costs for disposal during a local reuse event. Each agency is responsible for payment of their respective portion of the solids they have imported onto the site.

The Agency understands that participation in local reuse events is critical to keeping costs and fees low for all partnership agencies, and participation is preferred but not mandatory. The Agency hereby understands that although not mandatory; significant non-participation causes overall cost and fee increases to other partnership agencies. The burden of significant non-participation should not be placed on other partnership agencies, and is subject to a separate, proportionally-determined payment exclusive to the non-participating agency with a majority vote from the Steering Committee. In the event of a majority vote of significant non-participation, costs shall be billed to the Agency based on the Agencies percentage-based proportion of material(s) brought in to Whatley.

The Agency understands that fees per wet ton generally vary annually due to overall quality of material, regulator directive, storage pad space restraints, hauling to a landfill, and all other disposal, tipping, tax, overhead, or any other costs or savings subject to variation based on internal or external sources, agreements and/or contracts.

The fees per wet ton (Attachment A) will be annually adjusted, and for disclosure purposes of this Agreement, the Agency and County hereby recognizes and agrees that:

1. There is currently no reserve fee for major maintenance projects, as these projects will be determined by the Steering Committee on an annual basis, and the overall fees will be distributed amongst all partnership agencies. The County reserves the

- right to create a reserve fund if needed during the scope or extended scope of this agreement, with approval through a majority vote of the Steering Committee.
2. A program overhead charge is included on all imported solids, and includes costs for program administration and division support. Changes will be updated annually on Attachment A.
 3. Solid waste collection tax, currently 3.6%, is included in the import fee for overage material. This tax applies to materials that do not get reused, including overage and solids that are transported to the dump per WAC 458-20-250. Changes to anticipated solids waste collection tax, including tax rate and/or changes in quantity of material to be taxed will be reflected on Attachment A.

SECTION 8. BILLING METHOD AND PROCESS. Per wet ton fees based on type of material imported to the facility will be charged by the County to the Agency on a monthly basis. The invoice will identify the dates, type of material and weight of the solid material delivered, with the amount owed during that billing period.

Import records will be taken directly from Whatley scale documentation, input into an electronic format by County staff, then sent to the County's Accounting Department for processing and formal billing to the Agency. The County Accounting Department will send billings to the Agency's Finance office for payment and will simultaneously send an informational copy of the billing to the Agency. Payment by the Agency 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 a County set interest rate, which is currently one percent (1%) per month.

In the event of dispute due to lack of, or illegible information on the scale documentation, the County shall take an average of the most previous three (3) loads of the Agencies similar type of material with completed scale data, and annotate through supporting documentation and/or directly

on invoice that an average was applied for billing; this average will be utilized until complete information is available.

SECTION 9. CONTRIBUTIONS AND AGENCY PAYMENT. The Agency may submit invoices for services or improvements provided and agreed upon by Clark County and/or the Steering Committee for any portion that is reimbursable through the intent of this agreement. The County, with any requested guidance from the Steering Committee shall consider all items and/or services on an individual agency basis, and reserves the right to accept or deny payment/credit for any item or service that is not conducive to the intent of this agreement and/or the overall benefit to the Whatley Facility or members. Each agency must provide invoices to County within 60 days of each solids disposal and/or local reuse project completion. Payment may be subject to the approval of Steering Committee if the contribution was not pre-authorized. Reimbursable services or improvements would include items such as the following not all-inclusive examples:

1. Hourly cost and total quantity of hours of labor provided by the Agency
2. Any vehicles, machinery or rentals costs provided by the Agency
3. Any materials (including ground cover, vegetation, herbicides, etc.) associated with loading, disposal or application of Whatley solids.
4. Any other items or services that are provided which are determined as desirable by the Steering Committee for the general purposes of the overall site or individual project provided the County pre-authorizes the aforementioned items or services prior to the agency commencing said items or services.

SECTION 10. COMPLIANCE TO OPERATING PROCEDURES. The Agency will be required to follow the terms and conditions outlined in the Clark County Public Works Decent Facility Standard Operations and Procedures Manual, incorporated by reference and available to all partnership agencies.

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To the Agency:

CITY OF LA CENTER
214 E 4th ST
LA CENTER, Washington, 98629
Attention: GREG THORNTON

To the County:

CLARK COUNTY PUBLIC WORKS
4700 NE 78th Street
Vancouver, Washington 98665
Attention: Safety and Asset Manager

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

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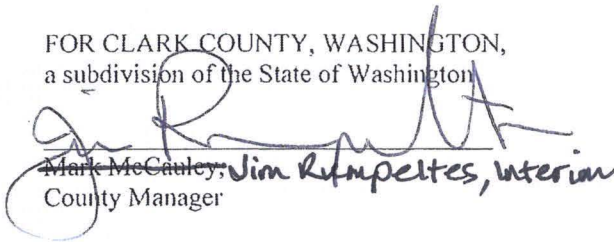
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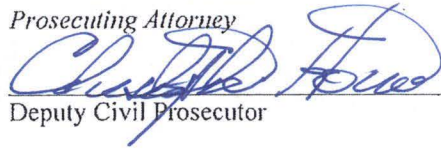
FOR CLARK COUNTY, WASHINGTON,
a subdivision of the State of Washington


~~Mark McCauley~~, Jim Rumpeltes, Interim
County Manager


FOR CITY OF LA CENTER


By GREG THORNTON
Printed Name
MAYOR
Title

Approved As To Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney


Deputy Civil Prosecutor

Approved As To Form Only:


By DAN KEARNS
City Attorney

Attachment A

Cowlitz Landfill Cost (estimated from SR-14 Project)

Total Wet Tons (w/overage)	18,886	Overage = 15 trips x 28 tons/trip (420tons)
Hauling Cost	286,663	18886 tons/28= 674.5 trips (x \$425/trip)
Tipping Fee	377,720	18886 x 20/ton
Collection Tax 3.6%	13,598	Tipping Fee x .036
Equipment, loader	3,600	
County Overhead	86,104	(Hauling + Tipping) x .1296
Total	767,684	
Cost per Wet Ton	\$ 40.65	

Cost to SR-14 Project (estimations)

Total Wet Tons	18,466
Hauling Cost	253,750 add in extra costs for decant and overage
Screening Cost	39,969
Collection Tax 3.6%	302 only charged for non-reuse (overage)
Equipment, multiple	21,600
County Overhead	32,886 Hauling * .1296
Operator - Labor	7,500 safety - screening - equipment ops
Planting/Ground Cover	63,438 hauling cost divided by 4 (fill dirt & seed)
Overage Disposal	14,026
Total	451,937
Cost per Wet Ton	\$ 24.47

WHATLEY COSTS (examples based on scale weights)

Date	Time	Truck Weight Heavy (after removing excess water)	Truck Weight Light (2nd Weight for dewatered decant)	Difference (Weight of Solids to Pad)	DECANT	SWEEPINGS	Agency	Location where material was picked up	C= Commercial R= Residential M= Multi-Family	Driver Initials	Import Decant cost/WT \$61	Import Sweepings cost/WT \$36	Import Cost to Agency for Reuse Solids*
1/1/2011	1:00	60000	52400	7600	1		Clark Co.	1st and Foremost Street	R	TD	61.00		231.80
1/1/2011	2:00	60000	58000	2000	1		Clark Co.	2nd Toonun Road	R	TD	61.00		61.00
1/1/2011	3:00	30000	22400	7600		1	Clark Co.	20 Lane / Bo-Ling Alley	R	TD		36.00	136.80
1/1/2011	4:00	30000	28500	1500		1	Clark Co.	Outathee Way	R	TD		36.00	27.00

* Reuse solids are local sites where solids are distributed by partners for a reuse purpose. Solids that are not reused are subject to additional costs (currently an additional \$16/WT).

Assumptions, Calculations & Notes

Scale weight (difference) divided by 2000 = Wet Tons imported to facility
 Decant cost based on Decant estimated budget, divided by estimated wet tons (based on trip count - re. no scale in 2015) 112520/2800 = \$40.19
 Sweepings cost based on Sweepings budget divided by estimated wet tons (based on trip counts - re. no scale in 2015) 105120/7000 = \$15.02
 10% weight degradation of solid materials to Landfill disposal operations (overage not separated): 40.65 - 4.07 = \$36.58
 15% total weight loss of material (degradation & overage) assumed during solids reuse activities: 24.47 - 3.67 = \$20.80
 Decant (Import) cost : 40.19 + 20.80 = 60.99 (rounded to \$61)
 Sweepings (Import) cost: 15.02 + 20.80 = 35.82 (rounded to \$36)

Hauling Reimbursement Data

Local Haul Rate for 2017: \$6.43/ton
 (Local is < 20 miles from Whatley)

 Long Haul Rate for 2017: \$15.25/ton
 (Long is >20 miles from Whatley)

Attachment B

2016 Modifications (1-Yr)

Description	Object Code	Decant 45%	Street 45%	Lower Pit 10%	Total 100%	Notes
Salary (FTE)	100's	21,600	21,600	4,800	48,000	Overtime not factored (\$48K/Year assumed)
Benefits (FTE)	200's	9,720	9,720	480	19,920	40% estimation
Other Operating Supplies	320-329	3,500	1,500	1,000	6,000	Lab supplies added to this
Other Bldg Supplies	330-339	3,500	1,500		5,000	
Traffic Control Devices	358	1,100	200	200	1,500	
County Contract Services	410	16,000	6,000	3,000	25,000	Facilities contract, lower pit road, slopes, stormwater, etc...
Other Professional Services	419	20,000	35,000	35,000	90,000	Sweeping pad, Screening Materials (est at 55K for 2016, then should be lower), Yard Debris Disposal (35K is est for Roads only - no Parks)
Telephone/Data	421	500	500	500	1,500	
Other Travel	439	200	200	100	500	
County Land/Bldg Rentals	454	1,200	400	400	2,000	New building is needed
Hourly Equipment Rental	458	9,000	9,000	5,000	23,000	Loader Rental - ER&R Costs (H35-0458)
Garbage/Refuse	472	1,000	1,000	400	2,400	Dumpster, Porta-toilet, etc.
Landfill (overage)	472	5,000	15,000		20,000	
Water & Sewer	476	6,500			6,500	New agreement in process (doesn't incl. new lines)
Permits/Filing/Recording	493	8,700		1,300	10,000	
Other Misc Service	499	500	500	4,500	5,500	Weed Management, primarily lower pit
Other Misc Service	499	4,500	3,000		7,500	Decant. Sweepings & Water Testing
Total		\$112,520	\$105,120	\$56,680	\$274,320	

Attachment A

Cowlitz Landfill Cost (estimated from SR-14 Project)

Total Wet Tons (w/overage)	18,886	Overage = 15 trips x 28 tons/trip (420tons)
Hauling Cost	286,663	18886 tons/28= 674.5 trips (x \$425/trip)
Tipping Fee	377,720	18886 x 20/ton
Collection Tax 3.6%	13,598	Tipping Fee x .036
Equipment, loader	3,600	
County Overhead	86,104	(Hauling + Tipping) x .1296
Total	767,684	
Cost per Wet Ton	\$ 40.65	

Cost to SR-14 Project (estimations)

Total Wet Tons	18,466
Hauling Cost	253,750 add in extra costs for decant and overage
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Collection Tax 3.6%	302 only charged for non-reuse (overage)
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Operator - Labor	7,500 safety - screening - equipment ops
Planting/Ground Cover	63,438 hauling cost divided by 4 (fill dirt & seed)
Overage Disposal	14,026
Total	451,937
Cost per Wet Ton	\$ 24.47

WHATLEY COSTS (examples based on scale weights)

Date	Time	Truck Weight Heavy (after removing excess water)	Truck Weight Light (2nd Weight for dewatered decant)	Difference (Weight of Solids to Pad)	DECANT	SWEEPINGS	Agency	Location where material was picked up	C = Commercial R = Residential M = Multi-Family	Driver Initials	Import Decant cost/WT \$61	Import Sweepings cost/WT \$36	Import Cost to Agency for Reuse Solids*
1/1/2011	1:00	60000	52400	7600	1		Clark Co.	1st and Foremost Street	R	TD	61.00		231.80
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* Reuse solids are local sites where solids are distributed by partners for a reuse purpose. Solids that are not reused are subject to additional costs (currently an additional \$16/WT).

Assumptions, Calculations & Notes

Scale weight (difference) divided by 2000 = Wet Tons imported to facility
 Decant cost based on Decant estimated budget, divided by estimated wet tons (based on trip count - re. no scale in 2015) 112520/2800 = \$40.19
 Sweepings cost based on Sweepings budget divided by estimated wet tons (based on trip counts - re. no scale in 2015) 105120/7000 = \$15.02
 10% weight degradation of solid materials to Landfill disposal operations (overage not separated): 40.65 - 4.07 = \$36.58
 15% total weight loss of material (degradation & overage) assumed during solids reuse activities: 24.47 - 3.67 = \$20.80
 Decant (Import) cost : 40.19 + 20.80 = 60.99 (rounded to \$61)
 Sweepings (Import) cost: 15.02 + 20.80 = 35.82 (rounded to \$36)

Hauling Reimbursement Data

Local Haul Rate for 2017: **\$6.43/ton**
 (Local is < 20 miles from Whatley)

 Long Haul Rate for 2017: **\$15.25/ton**
 (Long is >20 miles from Whatley)

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INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND Battle Ground
FOR
DECANT AND/OR STREET SWEEPINGS PROCESSING
AND DISPOSAL SERVICES

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 Battle Ground, hereinafter referred to as the "Agency", a municipal corporation and charter Agency of the first class of the State of Washington, by which the County will allow utilization of the County's Whatley Facility for the treatment and disposal of storm water liquids and solids, and/or street sweepings generated by the Agency.

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, the county has the resources available to provide such services to the Agency in a cost-effective manner; and

WHEREAS, for purposes and intent of this Agreement, the facility is defined as the upper-portion of the Whatley site which encompasses the main gate access to, and including the scale, wash rack, upper asphalt stockpile pad, Decant facility, stormwater systems and retention ponds.

WHEREAS, as set forth in the Charter for the Whatley Decant and Street Sweeping Recycling Facility Steering Committee; hereinafter referred to as Steering Committee, the county and partnership agencies within aforementioned committee shall serve in an advisory role to assist in decision making related to this facility; and

NOW, THEREFORE,

THE COUNTY AND AGENCY agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to provide for utilization of the County's Whatley Facility for treatment and disposal of storm water solids and liquids, and/or street sweepings generated by the Agency.

SECTION 2. TERM. The initial term of the Agreement, not including any extensions is a (5) five-year period from January 1, 2017 through December 31, 2022.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 180 days prior to termination. The Agency agrees to reimburse the County for the cost of services provided, and includes any amounts owed related to import fees or costs of Agency-contributed portion of stockpiled materials, and furthermore; Agency shall be responsible for any remaining proportional projected costs of materials, equipment, hauling, tipping fees, taxes, labor, grinding, screening, chipping, etc., associated with movement of Agency-generated materials. The Agency hereby agrees to payment and/or reimbursement as expressed within the body of this agreement, and understands that the amount owed may be based on actual or projected costs of remaining materials as identified within this agreement. The County reserves the right to accept services in lieu of monetary funds if in the best interest of the site objectives and if approved in advance by the Steering Committee.

SECTION 4. EXTENSIONS. The term of this Agreement may be extended in two-year increments of subsequent years by mutual written agreement of both parties, up to maximum of four additional (4) years. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the contract. The County Manager is authorized to approve and execute such two-year extensions without further authorization from the Board of County Councilors.

SECTION 5. DEFINITION OF FACILITY AND PARTICIPANTS. The facility, located at 11203 N.E. 76th Street, Vancouver, Washington was designed and built to treat and store solids, and to treat, store and dispose of storm water liquids removed from storm water and drainage systems, and municipal street sweepings. The original cost of construction of the facility was borne by Clark County, and subsequent expansion occurred through contributions from the Washington State Department of Transportation (State) and the City of Vancouver (Agency) for their impacts related to sizing of the facility. Currently, Clark County, City of Vancouver, Washington State Department of Transportation, City of Battle Ground, City of Camas and City of Washougal compose a Steering Committee which serves in an advisory role to assist in decision making related to this facility.

SECTION 6. SCOPE OF SERVICES. The County will allow the Agency to bring storm water solids and liquids and/or street sweepings collected inside the Agency boundaries, for treatment and coordinated disposal as-defined within this agreement. The County will provide all labor and equipment necessary for the treatment of liquids and solids, and disposal of liquids from the decant and sweepings processes; and shall provide disposal services as outlined in Section 7B, as-necessary to maintain sufficient pad space related to solids treatment and storage areas on the solids pad. The Agency hereby agrees that necessary pad storage space shall be as-determined by the County, with the understanding that pad space for storage and treatment of solids material shall take precedent over any implied or intended cost-savings related to a local reuse event. The Agency also hereby acknowledges that a determination to move solids based on aforementioned storage space may result in the Agency's solids disposal costs increasing significantly higher than costs which are dependent upon participation from the Agency during reuse/disposal haul-out events described in Section 7B.

SECTION 7. COST OF SERVICES – GENERAL. Costs will be based per weight of each imported load, and shall be derived from the sum of separate, described herein operations for accounting and billing purposes. The first operation; liquids and treatment, covers overall decant facility operations, and includes daily operations, liquid treatment, testing, maintenance, associated stormwater facilities, and handling of solids related to treatment such as solids movement from decant or street sweeping materials, pile separation and turning. The second service is defined by the solids that remain following the liquid and treatment service, which include screening, testing, loading, transporting, overage disposal, various tipping-related fees and equipment related to re-use/disposal sites such as excavators/loaders needed for material handling, as well as other on-site and/or reuse/disposal site requirements or upgrades, services such as planting operations or site improvements. The Agency understands that the cost of some of these aforementioned services is highly subject to Agency participation during partnership supported reuse projects of solids materials, and may fluctuate significantly annually.

SECTION 7A. COSTS FOR LIQUIDS AND TREATMENT. The cost of liquids and treatment services under this Agreement are established by the County on an annual basis, and based on the projected budget amount over each biennium and the quantity of imported materials from the previous year; unless, at the discretion of the County, there is found to be a more suitable accounting of imported material costs. These costs shall be defined in Attachment A, incorporated herein by reference, and attached. Costs will be based on the budgeted data, tonnages of decant and sweepings material brought into the facility, equipment, upgrades and/or repairs, and any uncollected costs from previous year(s), including costs from redirection of solids to the landfill site or any other less cost-effective options than local reuse.

Liquids and treatment services reporting category costs do not include costs specific to the lower pit area or solids disposal/reuse. The lower pit area is designated only for Clark County Public Works Operations use, and Clark County Public Works will be responsible for any and all costs and

fees associated with the lower pit, including operations, maintenance, permitting, etc., and any other items related to requirements, needs or projects that occur which are exclusive to Clark County.

SECTION 7B. FEES FOR SOLIDS. Fees of solids-related services under this Agreement are based on scale weights of imported material, an estimated level of decomposition and drying of material, and remaining solids. To achieve consistency for all partnership agencies, each agency will pay an annually determined amount for the type and weight of material they bring in to the site, which covers anticipated costs for disposal during a local reuse event. Each agency is responsible for payment of their respective portion of the solids they have imported onto the site.

The Agency understands that participation in local reuse events is critical to keeping costs and fees low for all partnership agencies, and participation is preferred but not mandatory. The Agency hereby understands that although not mandatory; significant non-participation causes overall cost and fee increases to other partnership agencies. The burden of significant non-participation should not be placed on other partnership agencies, and is subject to a separate, proportionally-determined payment exclusive to the non-participating agency with a majority vote from the Steering Committee. In the event of a majority vote of significant non-participation, costs shall be billed to the Agency based on the Agencies percentage-based proportion of material(s) brought in to Whatley.

The Agency understands that fees per wet ton generally vary annually due to overall quality of material, regulator directive, storage pad space restraints, hauling to a landfill, and all other disposal, tipping, tax, overhead, or any other costs or savings subject to variation based on internal or external sources, agreements and/or contracts.

The fees per wet ton (Attachment A) will be annually adjusted, and for disclosure purposes of this Agreement, the Agency and County hereby recognizes and agrees that:

1. There is currently no reserve fee for major maintenance projects, as these projects will be determined by the Steering Committee on an annual basis, and the overall fees will be distributed amongst all partnership agencies. The County reserves the

right to create a reserve fund if needed during the scope or extended scope of this agreement, with approval through a majority vote of the Steering Committee.

2. A program overhead charge is included on all imported solids, and includes costs for program administration and division support. Changes will be updated annually on Attachment A.
3. Solid waste collection tax, currently 3.6%, is included in the import fee for overage material. This tax applies to materials that do not get reused, including overage and solids that are transported to the dump per WAC 458-20-250. Changes to anticipated solids waste collection tax, including tax rate and/or changes in quantity of material to be taxed will be reflected on Attachment A.

SECTION 8. BILLING METHOD AND PROCESS. Per wet ton fees based on type of material imported to the facility will be charged by the County to the Agency on a monthly basis. The invoice will identify the dates, type of material and weight of the solid material delivered, with the amount owed during that billing period.

Import records will be taken directly from Whatley scale documentation, input into an electronic format by County staff, then sent to the County's Accounting Department for processing and formal billing to the Agency. The County Accounting Department will send billings to the Agency's Finance office for payment and will simultaneously send an informational copy of the billing to the Agency. Payment by the Agency 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 a County set interest rate, which is currently one percent (1%) per month.

In the event of dispute due to lack of, or illegible information on the scale documentation, the County shall take an average of the most previous three (3) loads of the Agencies similar type of material with completed scale data, and annotate through supporting documentation and/or directly

on invoice that an average was applied for billing; this average will be utilized until complete information is available.

SECTION 9. CONTRIBUTIONS AND AGENCY PAYMENT. The Agency may submit invoices for services or improvements provided and agreed upon by Clark County and/or the Steering Committee for any portion that is reimbursable through the intent of this agreement. The County, with any requested guidance from the Steering Committee shall consider all items and/or services on an individual agency basis, and reserves the right to accept or deny payment/credit for any item or service that is not conducive to the intent of this agreement and/or the overall benefit to the Whatley Facility or members. Each agency must provide invoices to County within 60 days of each solids disposal and/or local reuse project completion. Payment may be subject to the approval of Steering Committee if the contribution was not pre-authorized. Reimbursable services or improvements would include items such as the following not all-inclusive examples:

1. Hourly cost and total quantity of hours of labor provided by the Agency
2. Any vehicles, machinery or rentals costs provided by the Agency
3. Any materials (including ground cover, vegetation, herbicides, etc.) associated with loading, disposal or application of Whatley solids.
4. Any other items or services that are provided which are determined as desirable by the Steering Committee for the general purposes of the overall site or individual project provided the County pre-authorizes the aforementioned items or services prior to the agency commencing said items or services.

SECTION 10. COMPLIANCE TO OPERATING PROCEDURES. The Agency will be required to follow the terms and conditions outlined in the Clark County Public Works Decent Facility Standard Operations and Procedures Manual, incorporated by reference and available to all partnership agencies.

SECTION 11. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the County Administrator and Agency Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. The County and Agency contract managers shall review service levels, service delivery, and costs on an annual basis. The contract managers shall, during the interim, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 12. DISPUTE RESOLUTION. In the event of a dispute between the County and Agency regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the Clark County Administrator and the Agency Manager 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 Agency Manager 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 Agency Manager may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 13. 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 Agency or between any of the County's or Agency'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 Agency or any employee of the Agency an employee of the County for any purpose, including but not limited to, for withholding 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 14. HOLD HARMLESS/INDEMNIFICATION.

a. COUNTY RESPONSIBILITY. The County agrees to indemnify, defend, save and hold harmless the Agency, 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 of 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 Agency; the Agency 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 Agency 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. AGENCY RESPONSIBILITY. The Agency 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 of nature, arising out of, or in connection with, or incident to, the provision of services by the Agency pursuant to this Agreement.

In the event that any suit bases on such a claim, demand, loss, damage, cost, or cause of action is brought against the Agency, 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 Agency or subcontractor or agent of the Agency, even if the Agency 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 the contract.

SECTION 15. 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 Agency under this Agreement without the prior written consent of the Agency.

SECTION 16. NO THIRD PARTY BENEFICIARY. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the Agency. The Agency does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and Agency do not intend there be any third-party beneficiary to this Agreement.

SECTION 17. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the Agency:

CITY OF Battle Ground
109 SW 1st Street, Suite 122
Battle Ground, Washington, 98604
Attention: Public Works Director

To the County:

CLARK COUNTY PUBLIC WORKS
4700 NE 78th Street
Vancouver, Washington 98665
Attention: Safety and Asset Manager

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

SECTION 18. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in the 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 19. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 2 (Term) and 2 (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 (Scope of Service) and 7 (Cost of Services). 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 20. 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 21. 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 two (2), two-year extensions of this Agreement and additional compensation to the County for additional service hours without further approval of the Board of Commissioners.

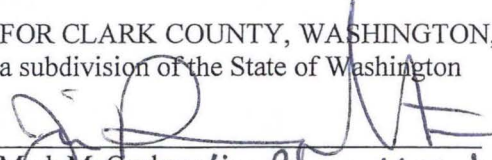
SECTION 22. DOCUMENT EXECUTION AND FILING. The County and Agency agree that there shall be four (4) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and Agency. Upon execution, the executed originals of this Agreement shall be returned to the contract manager who shall file copies of the Agreement with the Agency 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 Agency.

SECTION 23. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 24. 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.

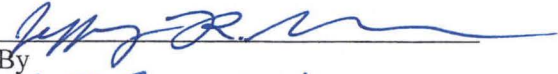
IN WITNESS WHEREOF, the County and Agency have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be in effect as of the First day of January, 2017.

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



Mark McCauley: Jim Rempeltes, Interim
County Manager

FOR CITY OF Battle Ground

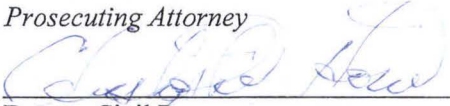


By
JEFF SWANSON

Printed Name
City Manager


Title

Approved As To Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney



Deputy Civil Prosecutor

Approved As To Form Only:



By
City Attorney

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 (Local is < 20 miles from Whatley)

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 (Long is >20 miles from Whatley)

Attachment B

2016 Modifications (1-Yr)

Description	Object Code	Decant 45%	Street 45%	Lower Pit 10%	Total 100%	Notes
Salary (FTE)	100's	21,600	21,600	4,800	48,000	Overtime not factored (\$48K/Year assumed)
Benefits (FTE)	200's	9,720	9,720	480	19,920	40% estimation
Other Operating Supplies	320-329	3,500	1,500	1,000	6,000	Lab supplies added to this
Other Bldg Supplies	330-339	3,500	1,500		5,000	
Traffic Control Devices	358	1,100	200	200	1,500	
County Contract Services	410	16,000	6,000	3,000	25,000	Facilities contract, lower pit road, slopes, stormwater, etc...
Other Professional Services	419	20,000	35,000	35,000	90,000	Sweeping pad, Screening Materials (est at 55K for 2016, then should be lower), Yard Debris Disposal (35K is est for Roads only - no Parks)
Telephone/Data	421	500	500	500	1,500	
Other Travel	439	200	200	100	500	
County Land/Bldg Rentals	454	1,200	400	400	2,000	New building is needed
Hourly Equipment Rental	458	9,000	9,000	5,000	23,000	Loader Rental - ER&R Costs (H35-0458)
Garbage/Refuse	472	1,000	1,000	400	2,400	Dumpster, Porta-toilet, etc.
Landfill (overage)	472	5,000	15,000		20,000	
Water & Sewer	476	6,500			6,500	New agreement in process (doesn't incl. new lines)
Permits/Filing/Recording	493	8,700		1,300	10,000	
Other Misc Service	499	500	500	4,500	5,500	Weed Management, primarily lower pit
Other Misc Service	499	4,500	3,000		7,500	Decant. Sweepings & Water Testing
Total		\$112,520	\$105,120	\$56,680	\$274,320	

INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND City of Washougal
FOR
DECANT AND/OR STREET SWEEPINGS PROCESSING
AND DISPOSAL SERVICES

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 Washougal, hereinafter referred to as the "Agency", a municipal corporation and charter Agency of the first class of the State of Washington, by which the County will allow utilization of the County's Whatley Facility for the treatment and disposal of storm water liquids and solids, and/or street sweepings generated by the Agency.

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, the county has the resources available to provide such services to the Agency in a cost-effective manner; and

WHEREAS, for purposes and intent of this Agreement, the facility is defined as the upper-portion of the Whatley site which encompasses the main gate access to, and including the scale, wash rack, upper asphalt stockpile pad, Decant facility, stormwater systems and retention ponds.

WHEREAS, as set forth in the Charter for the Whatley Decant and Street Sweeping Recycling Facility Steering Committee; hereinafter referred to as Steering Committee, the county and partnership agencies within aforementioned committee shall serve in an advisory role to assist in decision making related to this facility; and

NOW, THEREFORE,

THE COUNTY AND AGENCY agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to provide for utilization of the County's Whatley Facility for treatment and disposal of storm water solids and liquids, and/or street sweepings generated by the Agency.

SECTION 2. TERM. The initial term of the Agreement, not including any extensions is a (5) five-year period from January 1, 2017 through December 31, 2022.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 180 days prior to termination. The Agency agrees to reimburse the County for the cost of services provided, and includes any amounts owed related to import fees or costs of Agency-contributed portion of stockpiled materials, and furthermore; Agency shall be responsible for any remaining proportional projected costs of materials, equipment, hauling, tipping fees, taxes, labor, grinding, screening, chipping, etc., associated with movement of Agency-generated materials. The Agency hereby agrees to payment and/or reimbursement as expressed within the body of this agreement, and understands that the amount owed may be based on actual or projected costs of remaining materials as identified within this agreement. The County reserves the right to accept services in lieu of monetary funds if in the best interest of the site objectives and if approved in advance by the Steering Committee.

SECTION 4. EXTENSIONS. The term of this Agreement may be extended in two-year increments of subsequent years by mutual written agreement of both parties, up to maximum of four additional (4) years. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the contract. The County Manager is authorized to approve and execute such two-year extensions without further authorization from the Board of County Councilors.

SECTION 5. DEFINITION OF FACILITY AND PARTICIPANTS. The facility, located at 11203 N.E. 76th Street, Vancouver, Washington was designed and built to treat and store solids, and to treat, store and dispose of storm water liquids removed from storm water and drainage systems, and municipal street sweepings. The original cost of construction of the facility was borne by Clark County, and subsequent expansion occurred through contributions from the Washington State Department of Transportation (State) and the City of Vancouver (Agency) for their impacts related to sizing of the facility. Currently, Clark County, City of Vancouver, Washington State Department of Transportation, City of Battle Ground, City of Camas and City of Washougal compose a Steering Committee which serves in an advisory role to assist in decision making related to this facility.

SECTION 6. SCOPE OF SERVICES. The County will allow the Agency to bring storm water solids and liquids and/or street sweepings collected inside the Agency boundaries, for treatment and coordinated disposal as-defined within this agreement. The County will provide all labor and equipment necessary for the treatment of liquids and solids, and disposal of liquids from the decant and sweepings processes; and shall provide disposal services as outlined in Section 7B, as-necessary to maintain sufficient pad space related to solids treatment and storage areas on the solids pad. The Agency hereby agrees that necessary pad storage space shall be as-determined by the County, with the understanding that pad space for storage and treatment of solids material shall take precedent over any implied or intended cost-savings related to a local reuse event. The Agency also hereby acknowledges that a determination to move solids based on aforementioned storage space may result in the Agency's solids disposal costs increasing significantly higher than costs which are dependent upon participation from the Agency during reuse/disposal haul-out events described in Section 7B.

SECTION 7. COST OF SERVICES – GENERAL. Costs will be based per weight of each imported load, and shall be derived from the sum of separate, described herein operations for accounting and billing purposes. The first operation; liquids and treatment, covers overall decant facility operations, and includes daily operations, liquid treatment, testing, maintenance, associated stormwater facilities, and handling of solids related to treatment such as solids movement from decant or street sweeping materials, pile separation and turning. The second service is defined by the solids that remain following the liquid and treatment service, which include screening, testing, loading, transporting, overage disposal, various tipping-related fees and equipment related to re-use/disposal sites such as excavators/loaders needed for material handling, as well as other on-site and/or reuse/disposal site requirements or upgrades, services such as planting operations or site improvements. The Agency understands that the cost of some of these aforementioned services is highly subject to Agency participation during partnership supported reuse projects of solids materials, and may fluctuate significantly annually.

SECTION 7A. COSTS FOR LIQUIDS AND TREATMENT. The cost of liquids and treatment services under this Agreement are established by the County on an annual basis, and based on the projected budget amount over each biennium and the quantity of imported materials from the previous year; unless, at the discretion of the County, there is found to be a more suitable accounting of imported material costs. These costs shall be defined in Attachment A, incorporated herein by reference, and attached. Costs will be based on the budgeted data, tonnages of decant and sweepings material brought into the facility, equipment, upgrades and/or repairs, and any uncollected costs from previous year(s), including costs from redirection of solids to the landfill site or any other less cost-effective options than local reuse.

Liquids and treatment services reporting category costs do not include costs specific to the lower pit area or solids disposal/reuse. The lower pit area is designated only for Clark County Public Works Operations use, and Clark County Public Works will be responsible for any and all costs and

fees associated with the lower pit, including operations, maintenance, permitting, etc., and any other items related to requirements, needs or projects that occur which are exclusive to Clark County.

SECTION 7B. FEES FOR SOLIDS. Fees of solids-related services under this Agreement are based on scale weights of imported material, an estimated level of decomposition and drying of material, and remaining solids. To achieve consistency for all partnership agencies, each agency will pay an annually determined amount for the type and weight of material they bring in to the site, which covers anticipated costs for disposal during a local reuse event. Each agency is responsible for payment of their respective portion of the solids they have imported onto the site.

The Agency understands that participation in local reuse events is critical to keeping costs and fees low for all partnership agencies, and participation is preferred but not mandatory. The Agency hereby understands that although not mandatory; significant non-participation causes overall cost and fee increases to other partnership agencies. The burden of significant non-participation should not be placed on other partnership agencies, and is subject to a separate, proportionally-determined payment exclusive to the non-participating agency with a majority vote from the Steering Committee. In the event of a majority vote of significant non-participation, costs shall be billed to the Agency based on the Agencies percentage-based proportion of material(s) brought in to Whatley.

The Agency understands that fees per wet ton generally vary annually due to overall quality of material, regulator directive, storage pad space restraints, hauling to a landfill, and all other disposal, tipping, tax, overhead, or any other costs or savings subject to variation based on internal or external sources, agreements and/or contracts.

The fees per wet ton (Attachment A) will be annually adjusted, and for disclosure purposes of this Agreement, the Agency and County hereby recognizes and agrees that:

1. There is currently no reserve fee for major maintenance projects, as these projects will be determined by the Steering Committee on an annual basis, and the overall fees will be distributed amongst all partnership agencies. The County reserves the

right to create a reserve fund if needed during the scope or extended scope of this agreement, with approval through a majority vote of the Steering Committee.

2. A program overhead charge is included on all imported solids, and includes costs for program administration and division support. Changes will be updated annually on Attachment A.
3. Solid waste collection tax, currently 3.6%, is included in the import fee for overage material. This tax applies to materials that do not get reused, including overage and solids that are transported to the dump per WAC 458-20-250. Changes to anticipated solids waste collection tax, including tax rate and/or changes in quantity of material to be taxed will be reflected on Attachment A.

SECTION 8. BILLING METHOD AND PROCESS. Per wet ton fees based on type of material imported to the facility will be charged by the County to the Agency on a monthly basis. The invoice will identify the dates, type of material and weight of the solid material delivered, with the amount owed during that billing period.

Import records will be taken directly from Whatley scale documentation, input into an electronic format by County staff, then sent to the County's Accounting Department for processing and formal billing to the Agency. The County Accounting Department will send billings to the Agency's Finance office for payment and will simultaneously send an informational copy of the billing to the Agency. Payment by the Agency 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 a County set interest rate, which is currently one percent (1%) per month.

In the event of dispute due to lack of, or illegible information on the scale documentation, the County shall take an average of the most previous three (3) loads of the Agencies similar type of material with completed scale data, and annotate through supporting documentation and/or directly

on invoice that an average was applied for billing; this average will be utilized until complete information is available.

SECTION 9. CONTRIBUTIONS AND AGENCY PAYMENT. The Agency may submit invoices for services or improvements provided and agreed upon by Clark County and/or the Steering Committee for any portion that is reimbursable through the intent of this agreement. The County, with any requested guidance from the Steering Committee shall consider all items and/or services on an individual agency basis, and reserves the right to accept or deny payment/credit for any item or service that is not conducive to the intent of this agreement and/or the overall benefit to the Whatley Facility or members. Each agency must provide invoices to County within 60 days of each solids disposal and/or local reuse project completion. Payment may be subject to the approval of Steering Committee if the contribution was not pre-authorized. Reimbursable services or improvements would include items such as the following not all-inclusive examples:

1. Hourly cost and total quantity of hours of labor provided by the Agency
2. Any vehicles, machinery or rentals costs provided by the Agency
3. Any materials (including ground cover, vegetation, herbicides, etc.) associated with loading, disposal or application of Whatley solids.
4. Any other items or services that are provided which are determined as desirable by the Steering Committee for the general purposes of the overall site or individual project provided the County pre-authorizes the aforementioned items or services prior to the agency commencing said items or services.

SECTION 10. COMPLIANCE TO OPERATING PROCEDURES. The Agency will be required to follow the terms and conditions outlined in the Clark County Public Works Decent Facility Standard Operations and Procedures Manual, incorporated by reference and available to all partnership agencies.

SECTION 11. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the County Administrator and Agency Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. The County and Agency contract managers shall review service levels, service delivery, and costs on an annual basis. The contract managers shall, during the interim, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 12. DISPUTE RESOLUTION. In the event of a dispute between the County and Agency regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the Clark County Administrator and the Agency Manager 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 Agency Manager 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 Agency Manager may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 13. 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 Agency or between any of the County's or Agency'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 Agency or any employee of the Agency an employee of the County for any purpose, including but not limited to, for withholding 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 14. HOLD HARMLESS/INDEMNIFICATION.

a. COUNTY RESPONSIBILITY. The County agrees to indemnify, defend, save and hold harmless the Agency, 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 of 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 Agency; the Agency 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 Agency 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. AGENCY RESPONSIBILITY. The Agency 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 of nature, arising out of, or in connection with, or incident to, the provision of services by the Agency pursuant to this Agreement.

In the event that any suit bases on such a claim, demand, loss, damage, cost, or cause of action is brought against the Agency, 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 Agency or subcontractor or agent of the Agency, even if the Agency 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 the contract.

SECTION 15. 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 Agency under this Agreement without the prior written consent of the Agency.

SECTION 16. NO THIRD PARTY BENEFICIARY. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the Agency. The Agency does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and Agency do not intend there be any third-party beneficiary to this Agreement.

SECTION 17. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the Agency:

CITY OF Washougal
1701 C Street
Washougal, Washington, 98671
Attention: _____

To the County:

CLARK COUNTY PUBLIC WORKS
4700 NE 78th Street
Vancouver, Washington 98665
Attention: Safety and Asset Manager

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

SECTION 18. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in the 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 19. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 2 (Term) and 2 (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 (Scope of Service) and 7 (Cost of Services). 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 20. 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 21. 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 two (2), two-year extensions of this Agreement and additional compensation to the County for additional service hours without further approval of the Board of Commissioners.

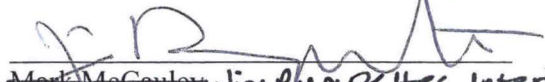
SECTION 22. DOCUMENT EXECUTION AND FILING. The County and Agency agree that there shall be four (4) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and Agency. Upon execution, the executed originals of this Agreement shall be returned to the contract manager who shall file copies of the Agreement with the Agency 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 Agency.


SECTION 23. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 24. 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 Agency have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be in effect as of the First day of January, 2017.

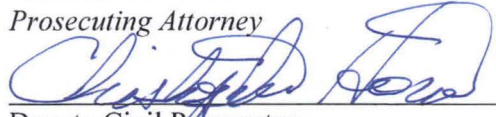
FOR CLARK COUNTY, WASHINGTON,
a subdivision of the State of Washington


~~Mark McCauley, Jim Lampittes, Interim~~
County Manager

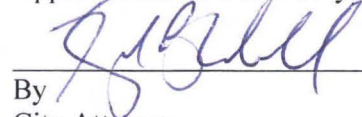
FOR CITY OF Washougal


By _____
SEA GUARD
Printed Name _____
Mayor
Title _____

Approved As To Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney


Deputy Civil Prosecutor

Approved As To Form Only:


By _____
City Attorney

Attachment A

Cowlitz Landfill Cost (estimated from SR-14 Project)

Total Wet Tons (w/overage)	18,886	Overage = 15 trips x 28 tons/trip (420tons)
Hauling Cost	286,663	18886 tons/28= 674.5 trips (x \$425/trip)
Tipping Fee	377,720	18886 x 20/ton
Collection Tax 3.6%	13,598	Tipping Fee x .036
Equipment, loader	3,600	
County Overhead	86,104	(Hauling + Tipping) x .1296
Total	767,684	
Cost per Wet Ton	\$ 40.65	

Cost to SR-14 Project (estimations)

Total Wet Tons	18,466
Hauling Cost	253,750 add in extra costs for decant and overage
Screening Cost	39,969
Collection Tax 3.6%	302 only charged for non-reuse (overage)
Equipment, multiple	21,600
County Overhead	32,886 Hauling * .1296
Operator - Labor	7,500 safety - screening - equipment ops
Planting/Ground Cover	63,438 hauling cost divided by 4 (fill dirt & seed)
Overage Disposal	14,026
Total	451,937
Cost per Wet Ton	\$ 24.47

WHATLEY COSTS (examples based on scale weights)

Date	Time	Truck Weight Heavy (after removing excess water)	Truck Weight Light (2nd Weight for dewatered decant)	Difference (Weight of Solids to Pad)	DECANT	SWEEPINGS	Agency	Location where material was picked up	C = Commercial R = Residential M = Multi-Family	Driver Initials	Import Decant cost/WT \$61	Import Sweepings cost/WT \$36	Import Cost to Agency for Reuse Solids*
1/1/2011	1:00	60000	52400	7600	1		Clark Co.	1st and Foremost Street	R	TD	61.00		231.80
1/1/2011	2:00	60000	58000	2000	1		Clark Co.	2nd Toonun Road	R	TD	61.00		61.00
1/1/2011	3:00	30000	22400	7600		1	Clark Co.	20 Lane / Bo-Ling Alley	R	TD		36.00	136.80
1/1/2011	4:00	30000	28500	1500		1	Clark Co.	Outathee Way	R	TD		36.00	27.00

* Reuse solids are local sites where solids are distributed by partners for a reuse purpose. Solids that are not reused are subject to additional costs (currently an additional \$16/WT).

Assumptions, Calculations & Notes

Scale weight (difference) divided by 2000 = Wet Tons imported to facility
 Decant cost based on Decant estimated budget, divided by estimated wet tons (based on trip count - re. no scale in 2015) 112520/2800 = \$40.19
 Sweepings cost based on Sweepings budget divided by estimated wet tons (based on trip counts - re. no scale in 2015) 105120/7000 = \$15.02
 10% weight degradation of solid materials to Landfill disposal operations (overage not separated): 40.65 - 4.07 = \$36.58
 15% total weight loss of material (degradation & overage) assumed during solids reuse activities: 24.47 - 3.67 = \$20.80
 Decant (Import) cost : 40.19 + 20.80 = 60.99 (rounded to \$61)
 Sweepings (Import) cost: 15.02 + 20.80 = 35.82 (rounded tp \$36)

Hauling Reimbursement Data

Local Haul Rate for 2017: **\$6.43/ton**
 (Local is < 20 miles from Whatley)

 Long Haul Rate for 2017: **\$15.25/ton**
 (Long is >20 miles from Whatley)

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