RESOLUTION 2016 462

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO AN INTERLOCAL AGENCY AGREEMENT WITH THE CITIES OF BENTON CITY, KENNEWICK, PROSSER, RICHLAND, AND WEST RICHLAND REGARDING THE LOCAL MATCH OF THE 2015-2017 WASHINGTON STATE COORDINATED PREVENTION GRANT

WHEREAS, Benton County accepted a Coordinated Prevention Grant from the Washington State Department of Ecology (Grant No. W2RCPG-1517-BeCoSW-00027, Res. 2015-919); and

WHEREAS, this grant requires a twenty-five percent (25%) match from the local agency amounting to $105,597.67; and

WHEREAS, an interlocal agency agreement with the municipalities of Benton County was drafted for the purpose of dividing the local match proportionately based on population, which is estimated to permit Benton County to recover approximately $84,478.14; and

WHEREAS, the Prosecuting Attorney's Office has reviewed this agreement and signed it to form, and the aforementioned municipalities have signed respective signatory pages; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of County Commissioners hereby finds this interlocal agency agreement to be in the interest of Benton County; and

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizes the Chairman of the Board to sign and enter into this agreement on behalf of Benton County.

Dated this 7th day of June, 2016.

Chairman.

Chairman Pro-Tem.

Member.

Constituting the Board of County Commissioners of Benton County, Washington.

Attest: _____
Clerk of the Board

Original: Solid Waste
Cc: Auditor

G. DeJongh

k

INTER-LOCAL AGREEMENT
REGARDING SOLID WASTE MANAGEMENT
BENTON COUNTY

This Agreement addresses City-County joint participation in the countywide Solid Waste Plan and joins public agencies to exercise their powers, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole, and is made and entered into effective the first day of January 2016, by and between Benton County, a political subdivision of the State of Washington, hereafter referred to as the Lead Agency, and the cities of Benton City, Kennewick, Richland, Prosser, and West Richland, political subdivisions of the State of Washington, and hereafter referred to as Participating Jurisdictions. The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the Parties.

I. RECITALS

WHEREAS, the parties hereto recognize the requirement to prepare and implement solid and hazardous waste plans under RCW Chapter 70.95 and RCW Chapter 70.105, and

WHEREAS, the parties have developed the Benton County Comprehensive Solid Waste Plan with public involvement; and

WHEREAS, the parties have adopted the Benton County Comprehensive Solid Waste Plan fulfills their jurisdictional requirements under RCW Chapter 70.95 and RCW Chapter 70.105; and

WHEREAS, the parties hereto wish to enter into a cooperative effort to administer, plan, and implement the recommendations contained within the adopted Benton County Comprehensive Solid Waste Plan; and

WHEREAS, each Participating Jurisdiction and Lead Agency shall have one equal vote with regards to policies and decisions made pursuant to all matters of policy and finance; and

WHEREAS, the Lead Agency will manage, track and provide custody for this Agreement, and

WHEREAS, the undersigned signatories of this Agreement are duly authorized to enter into the same by properly adopted resolutions,

NOW THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants herein contained, the parties agree as follows:

II. AGREEMENTS

A. AUTHORITIES

The parties to this Agreement have and possess, both jointly and severally, the primary responsibility for effective solid and hazardous waste management, planning and implementation under RCW Chapters 70.95 and 70.105. Under RCW Chapter 39.34, the Inter-local Cooperation Act, local governments are authorized to cooperate to provide themselves with services of the nature herein agreed to.

B. PURPOSE

This Agreement is entered into pursuant to RCW Chapter 39.34 for the purpose of cooperative management of solid waste within Benton County. It is the intent of the parties to work cooperatively in implementing and managing a comprehensive solid waste management plan pursuant of RCW Chapters 70.95 and 70.105 that is viable and economically responsible to their citizens. Specifically, this Agreement will provide for the administration, planning and operations of the adopted Benton County Comprehensive Solid Waste Management Program.

C. DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

'Fair Share' - the amount owed by each of the Parties, based upon April 1 population figures for the given year supplied by the Washington State Office of Financial Management (OFM), and the corresponding population percentage applied to the Solid Waste Program Budget.

'Solid Waste Advisory Committee' (SWAC) - a committee comprised of a representative of each of the Parties. Each Party shall designate its representative to the SWAC to the Lead Agency. The SWAC shall review Solid Waste Program budget and activities and make recommendations to the Benton County Commissioners.

'Lead Agency' - Benton County, a political subdivision of the State of Washington. The Lead Agency will administer, plan, and implement the Plan and Solid Waste Program.

'Participating Jurisdictions' - any City who has entered into the County-wide Solid Waste Inter-local Agreement with the Lead Agency and who has agreed to

mutually support and financially contribute to the administration, planning, and implementation of the Plan.

'Parties' - the collective term for all Participating Jurisdictions and Lead Agency.

'Plan' - the Benton County Comprehensive Solid Waste Management Plan, as the same exists now or may hereafter be amended.

'Routine Operating Agreement' (ROA) - an agreement that is established for the purpose of accomplishing a task set forth by the Parties and is funded within the Solid Waste Program Budget.

'Solid Waste Advisory Committee Members Bylaws' - the bylaws the same as now exist or may hereafter be amended.

'Solid Waste Program Budget' - the annual Countywide Solid Waste Budget, as prepared by Benton County and accepted by the SWAC, that appropriates funds to Routine Operating Agreements and administrative functions that meet specific requirements in RCW 70.95 and/or accomplishes goals as set fourth in the Plan.

'Task' - a project, program, activity, etc., that is annually funded from the Solid Waste Program Budget. All tasks are approved by the SWAC as needed and shall meet the recommendations set forth in the Plan.

'Task Manager' is designated to lead and manage a Task per the ROA.

D. LOCAL ADOPTION OF PLAN

Under the authority of RCW 70.95.080, each Participating Jurisdiction elected to enter into this agreement with the County pursuant to those jurisdictions that participated in preparing and adopting the joint City-County Plan.

E. PLAN IMPLEMENTATION

Pursuant to RCW 70.95.080 and RCW 70.105.220, the Participating Jurisdictions and Lead Agency jointly prepared the Plan in accordance with "Guidelines for the Development of Local Solid Waste Plans and Plan Revisions" (*i.e.* Department of Ecology (WDoE) Publication No. 90-11) and will implement the Plan's recommendations, as approved by the Department of Ecology pursuant to RCW 70.95.094.

F. BENTON COUNTY SOLID WASTE ADVISORY COMMITTEE

The Parties hereto recognize and support the SWAC as an advisory board created under authority of RCW 70.95.165. The SWAC is an ongoing advisory committee. The SWAC is the focal point of the public involvement effort used in the planning,

development and implementation of the Plan. The SWAC also provides advice to the Parties on solid and hazardous waste issues and assists the Parties in developing solid waste ordinances, rules, guidelines, and policies prior to their adoption.

G. REGIONAL PLANNING AREA

The Parties hereto recognize the geographical planning area covered by this Agreement to be the incorporated areas of the Participating Jurisdictions and the unincorporated area of Benton County. The Hanford Nuclear Reservation is exempted from the Plan and this Inter-local Agreement.

H. ROUTINE OPERATING AGREEMENT IMPLEMENTATION

Two months prior to the biennial Solid Waste Program Budget workshop, all task managers are required to submit their ROA. As a minimum, an ROA will include: 1) Task Introduction Statement; 2) Task Scope of Work; 3) Task Responsibilities; 4) Annual Task Cost; and 5) Quality Control. Eligibility of an ROA request is based on task cost and meeting recommendations set forth in the Plan. The ROA request should include both activities undertaken by the Participating Jurisdiction submitting the ROA and any activities that the Participating Jurisdiction believes the Lead Agency should implement on a countywide basis. The SWAC will approve tasks based on a supermajority (*i.e.* 5 of 6) in-favor vote.

I. SOLID WASTE PROGRAM BUDGET

The Parties agree to mutually and financially support the administration, planning and operations of the Plan recommendations or as specified in RCW 70.95. The Lead Agency shall prepare a Solid Waste Program Budget each year for the upcoming budget year. The budget will also include Routine Operating Agreements that provide information on projects funded by the annual budget.

J. FAIR SHARE

The Parties agree to pay a Fair Share of the administration, planning and operation of the Solid Waste Program, as determined and voted-on by the SWAC and approved by the Benton County Commissioners. Said Fair Share shall be a percentage of all program costs that are not covered by Coordinated Prevention Grant Funds, share percentages to be updated each April of the Agreement, being based on the most recent population figures as supplied by the Washington State OFM. The Parties agree to remit their fee to the Lead Agency within sixty (60) days of receiving an invoice from the Lead Agency. The Lead Agency's fair share shall be based on the population for the unincorporated areas of the County.

K. DISBURSEMENT OF ASSETS AND DEBTS

If this Agreement is terminated, all Parties to this Agreement shall determine the disbursement of any outstanding debts and the allocation of any assets. If the Parties cannot agree to the disbursement of any outstanding debts and the allocation of any assets, the issues are to be submitted for arbitration, pursuant to state law, RCW 7.04 *et seq.* The Lead Agency and the contesting jurisdiction agree that such arbitration shall be conducted before one (1) disinterested arbitrator.

L. DURATION

This Agreement shall commence on the date set forth above and will continue in effect to December 31, 2017, or until superseded by another Interlocal Agreement. As stipulated within RCW 70.95.110(1), each Plan shall be maintained in a current condition and reviewed and revised periodically as may be required by the WDoE. Upon each review such plans shall be extended to show long-range needs for solid waste handling facilities for twenty (20) years in the future, and a revised implementation schedule and implementation budget for six (6) years in the future.

M. REVIEW AND RENEGOTIATION

Any Party may request a review and/or renegotiations on any provision of the Agreement during the six-month period immediately preceding the ending date for the Agreement. Such request must be made in writing to the Lead Agency and must specify the provision(s) of the Agreement for which review/renegotiation(s) are requested. Review and/or renegotiation(s) pursuant to such a written request shall be immediately referred to the SWAC for their review and recommendation. Notwithstanding any other provisions in this paragraph to the contrary, the Parties may, pursuant to the procedure outlined within the Solid Waste Advisory Committee Members Bylaws, modify or amend any provision(s) of this Agreement at any time during the term of this Agreement.

N. TERMINATION

This Agreement may be terminated by any Participating Jurisdiction, by written notice to the Lead Agency no less than thirty (30) days immediately preceding the implementation date of the next Solid Waste Program Budget. The Parties agree: (1) that the termination will not absolve a terminating Party of any financial responsibility to the extent a financial responsibility continues to exist pursuant to the provisions of this Agreement; and (2) that prior to termination, a withdrawing City shall submit to the SWAC how it intends on meeting its planning obligation under RCW 70.95.080.

O. WAIVER

No waiver by any of the Parties of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

P. ENTIRE AGREEMENT

This Agreement, including the recitals and all subsequent attachments and addendums, constitutes the entire Agreement between the Parties and shall be governed by the laws of the State of Washington. There are no other oral or written agreements or understanding between the Parties as to the subject matter contained herein. The venue for any action of law, suit in equity and judicial proceeding for the enforcement of this Agreement shall be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.

Q. SEVERABILITY

Any provisions of this Agreement that is determined to be illegal, invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

FOR THE CITY OF BENTON CITY, WASHINGTON.

L. Lehman
Linda Lehman, Mayor

3/15/16
Date

Attest:

Stephanie Haug
Stephanie Haug, CMC, City Clerk/Treasurer

3/15/16
Date

Approved as to Form:

Lee Kerr, City Attorney

3-15-2016
Date

I certify that on this 15th day of March, 2016, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Linda Lehman and Stephanie Haug, to me known to be the Mayor and City Clerk-Treasurer, respectively, of the City of Benton City, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Benton City.

Witness my hand and official seal hereto affixed the day and year first above written.

Paula Kauer
Notary Public in and for the State of WA
Washington residing at Benton City, WA
My commission expires: Sept. 5, 2017

NOTARY PUBLIC
STATE OF WASHINGTON
PAULA KAUER
My Appointment Expires Sept. 05, 2017

FOR THE CITY OF KENNEWICK, WASHINGTON.

Steve C. Young, Mayor

1/19/16
Date

Attest:

Terri L. Wright, City Clerk

1/19/16
Date

Approved as to Form:

Lisa Beaton, City Attorney

1/19/16
Date

I certify that on this 19th day of January, 2016, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Steve C. Young and Terri L. Wright, to me known to be the Mayor and City Clerk, respectively, of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Kennewick.

Witness my hand and official seal hereto affixed the day and year first above written.

JACQUELYN L. AMAN
NOTARY
PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
8-01-17

Notary Public in and for the State of
Washington residing at Kennewick
My commission expires: 8/1/17

FOR THE CITY OF PROSSER, WASHINGTON.

Randy Taylor, Mayor — Date: 4/18/2016

Attest:

Rachel Shaw, City Clerk — Date: 4/18/2016

Approved as to Form:

Howard Saxton, City Attorney — Date: 4/18/2016

I certify that on this 18th day of April, 2016, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Randy Taylor and Rachel Shaw, to me known to be the Mayor and City Clerk, respectively, of the City of Prosser, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Prosser.

Witness my hand and official seal hereto affixed the day and year first above written.

KENDALL JEAN MURPHEY
COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 27, 2017
STATE OF WASHINGTON

Kendall Jean Murphey
Notary Public in and for the State of Washington residing at Prosser
My commission expires: July 27, 2017

FOR THE CITY OF RICHLAND, WASHINGTON.

CReents 12616

Cindy Reents , City Manager Date

Attest:

Marcia Hopkins 1/27/16

Marcia Hopkins , City Clerk Date

Approved as to Form:

Heather Kintzley 1-26-16

Heather Kintzley, City Attorney Date

I certify that on this 27 day of January, 2016, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Cindy Reents and Marsha Hopkins, to me known to be the City Manager and City Clerk, respectively, of the City of Richland, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Richland.

Witness my hand and official seal hereto affixed the day and year first above written.

DEBRA C BARHAM
Commission Expires
NOTARY
PUBLIC
11-16-2016
STATE OF WASHINGTON

Debra C Barham

Notary Public in and for the State of Washington residing at Benton County
My commission expires: 11/16/16

FOR THE CITY OF WEST RICHLAND, WASHINGTON.

Brent Gerry, City Mayor — Date: 1-22-16

Attest:

Julie Richardson, City Clerk — Date: 1-22-16

Approved as to Form:

Bronson Brown, City Attorney — Date: 1/19/16

I certify that on this 22nd day of January, 2016, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Brent Gerry and Julie Richardson, to me known to be the Mayor and City Clerk, respectively, of the City of West Richland, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of West Richland.

Witness my hand and official seal hereto affixed the day and year first above written.

ILKA M. GILLIAM
NOTARY PUBLIC
COMMISSION EXPIRES 2-19-17
STATE OF WASHINGTON

Notary Public in and for the State of Washington residing at Kennewick
My commission expires: 2-19-17

FOR BENTON COUNTY, WASHINGTON.

Shon Small, Chairman
Board of County Commissioners

Date 6-7-2016

Attest:

Clerk of the Board

Date 6/7/2016

Approved as to Form:

Deputy Prosecuting Attorney

Date 5/27/16

I certify that on this 7 day of June, _____, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Jerome Delvin, to me known to be the Chairman of the Board of Commissioners for Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of Benton County.

Witness my hand and official seal hereto affixed the day and year first above written.

CAMI J MCKENZIE
Commission Expires
NOTARY
PUBLIC
DEC. 01, 2019
STATE OF WASHINGTON

Notary Public in and for the State of Washington residing at Kennewick WA
My commission expires: 12/01/2019