2019 743

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF ENTERING INTO AN INTERLOCAL AGENCY AGREEMENT BETWEEN BENTON COUNTY AND THE CITIES OF BENTON CITY, KENNEWICK, PROSSER, RICHLAND AND WEST RICHLAND REGARDING THE LOCAL MATCH OF THE 2019-2021 WASHINGTON STATE COORDINATED PREVENTION GRANT

WHEREAS, Benton County accepted a Coordinated Prevention Grant from the Washington State Department of Ecology (Grant No. SWMLSWFA-2019-BeCoSW-0015, Resolution 2019-606); and

WHEREAS, the grant requires a twenty-five percent (25%) match from the local agency amounting to $62,100.50; and

WHEREAS, an interlocal agency agreement with the municipalities within Benton County has been prepared for the purpose of dividing the local match proportionately based on population, which is estimated to permit Benton County to recover approximately $50,965; and

WHEREAS, the agreement has been approved to form by the Benton County Prosecuting Attorney's Office and the respective agencies have all approved and signed said agreement; **NOW THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the interlocal agency agreement between Benton County and the cities of Benton City, Kennewick, Prosser, Richland and West Richland regarding recovery of approximately $50,965 of the local match for the 2019-2021 Washington State Coordinated Prevention grant, said agreement beginning on execution and expiring December 31,2021; and

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners be, and hereby is, authorized to sign said agreement on behalf of the board.

Dated this 15th day of October 2019.

Chairman

Attest: Marida Flores
Clerk of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County, Washington

Orig.: Public Works

B. Parham

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 2019, 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 fulfilling 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, the Solid Waste Advisory Committee advises the Board of County Commissioners with respect to developing plans and policies for solid waste management in Benton County, each Participating Jurisdiction and Lead Agency recognizes that all members of the Solid Waste Advisory Committee shall have one (1) equal vote; 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 THERFORE, 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, formed pursuant to RCW 70.95.165, comprised of no more than twelve (12) members representing a balance of interests, pursuant to state statutes. Said committee shall contain one representative of each of the Parties. Each Party shall nominate its representative to the SWAC to the Lead Agency, to be approved by the Board of County Commissioners. 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 shall recommend that a request be advanced to the Board of County Commissioners on a 2/3 majority of those members present.

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 Local Solid Waste Financial Aid 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, 2021, 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

6/4/19
Date

Attest:

Stephanie Tang
City Clerk/Treasurer

6/4/19
Date

Approved as to Form:

City Attorney

JUNE 4, 2019
Date

I certify that on this 4th day of June, 2019, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Linda Lehman, to me known to be the Mayor 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
COMMISSION EXPIRES
NOTARY PUBLIC
9/5/2021
STATE OF WASHINGTON

Paula Kauer
Notary Public in and for the State of Washington residing at Benton City
My commission expires: 9/5/2021

FOR THE CITY OF KENNEWICK, WASHINGTON.

Steve Lee, Mayor Pro Tem

9/3/19
Date

Approved as to Form:

City Attorney

9/3/19
Date

I certify that on this 3rd day of September, 2019, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Steve Lee, to me known to be the Mayor Pro Tem 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.

TERRI L. WRIGHT
NOTARY PUBLIC
COMMISSION EXPIRES
10-11-19
STATE OF WASHINGTON

Notary Public in and for the State of Washington residing at Kennewick
My commission expires: 10-11-19

FOR THE CITY OF PROSSER, WASHINGTON.

Randy Taylor, Mayor

6/11/2019
Date

Attest:

City Clerk

6/11/2019
Date

Approved as to Form:

City Attorney

6/11/2019
Date

I certify that on this 11th day of June, 2019, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Randy Taylor, to me known to be the Mayor 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.

RACHEL M SHAW
COMMISSION NO. 151377
NOTARY PUBLIC
EXPIRES OCT. 21, 2022
STATE OF WASHINGTON

Notary Public in and for the State of Washington residing at Prosser
My commission expires: 10/21/2022

FOR THE CITY OF RICHLAND, WASHINGTON.

C Reents

Cindy Reents , City Manager

6/12/19

Date

Attest:

Debra C. Barlam

City Clerk , Deputy

6/12/19

Date

Approved as to Form:

Heather Kintzley

City Attorney

6·12·19

Date

I certify that on this 12th day of June, 2014 before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Cindy Reents, to me known to be the City Manager 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.

TONI FULTON
Commission Expires 09-05-2022
NOTARY PUBLIC
License Number 154362
STATE OF WASHINGTON

Toni Fulton

Notary Public in and for the State of Washington residing at Benton County

My commission expires: 9-5-2022

FOR THE CITY OF WEST RICHLAND, WASHINGTON.

Brent Gerry, City Mayor

6-18-19
Date

Attest:

City Clerk

6-18-19
Date

Approved as to Form:

City Attorney

6-18-19
Date

I certify that on this 18 day of June, 2019, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Brent Gerry, to me known to be the Mayor 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.

JULIE A RICHARDSON
NOTARY PUBLIC #84879
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 29, 2022

Notary Public in and for the State of
Washington residing at West Richland
My commission expires: 9-29-2022

FOR BENTON COUNTY, WASHINGTON.

Shon Small, Chairman
Board of County Commissioners

10-15-19
Date

Attest:

Marilu Flores
Clerk of the Board

10-15-19
Date

Approved as to Form:

Deputy Prosecuting Attorney

Oct. 7, 2019
Date

I certify that on this 15 day of Oct., 2019, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Shon Small, 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