



**DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

207 Fourth Avenue North, Room 101
Kelso, WA 98626
TEL (360) 577-3030
FAX (360) 636-0845

www.co.cowlitz.wa.us/publicworks/

Board of County Commissioners

Kathleen A. Johnson District 1
George Raiter District 2
Axel Swanson District 3

May 17, 2007

Mari Ripp, City Clerk
City of Woodland
P.O. Box 9
Woodland, WA 98674

6/1/07

MAY 21 2007

CITY OF WOODLAND

SUBJECT: Interlocal Agreement for Management of Municipal Solid Waste

Dear Ms. Ripp:

The Board of County Commissioners executed the Interlocal Agreement for Management of Municipal Solid Waste at their May 15, 2007 meeting. Attached is a fully executed original of the agreement for your records. The agreement will be included in the Solid Waste Management Plan.

If you have any questions, please call me at (360) 577-3030.

Sincerely,

KENNETH C. STONE, P.E.
Director

KCS:ak
encls

**INTERLOCAL AGREEMENT FOR
MANAGEMENT OF MUNICIPAL SOLID WASTE**

WHEREAS, Cowlitz County (the "County") and the signatory City have cooperated in developing and implementing the Cowlitz County Comprehensive Solid Waste Management Plan (the "Comprehensive Solid Waste Management Plan") pursuant to RCW 70.95 and,

WHEREAS, the Comprehensive Solid Waste Management Plan designates Cowlitz County to be responsible for the selection of sites and a method for the disposal of solid waste generated within the County; and,

WHEREAS, the County has selected a vendor to provide certain solid waste handling services, including development of local facilities (the "facilities") for the receipt, recycling, and containerizing for out-of-county disposal of solid waste generated within the cities and within unincorporated areas of the County; and,

WHEREAS, in order to successfully develop and finance the County's Solid Waste Disposal System and provide for cooperative management of solid waste generated in Cowlitz County, it is desirable that all such solid waste, including waste generated in incorporated cities within the County, be disposed of through the County Solid Waste Disposal System and that County be authorized to designate disposal sites for the disposal of certain solid waste (as defined herein) generated within the corporate limits of the City; and,

WHEREAS, the County and City have jointly contributed to a County managed solid waste reserve fund (ELF) that is recognized to be a joint asset of the County and those Cities who have disposed solid waste at Cowlitz county operated facilities; and,

WHEREAS, the County and City are authorized and empowered to enter into this interlocal agreement pursuant to Chapter 39.34 RCW; now therefore,

COWLITZ COUNTY AND THE UNDERSIGNED CITY UNDERSTAND AND AGREE AS FOLLOWS:

1. Definitions. For purposes of this Interlocal Agreement, the following definitions shall apply.

- 1.1. "Certain solid waste" means solid waste collected within the City, whether by the City, a City contractor, or a private hauler under the authority of a "G" certificate granted by the Washington State Utilities and Transportation Commission under the provisions of Chapter 81.77 RCW, and may include moderate risk waste as defined in RCW 70.105.010.
- 1.2. "City" means the city located within Cowlitz County executing this Interlocal Agreement.
- 1.3. "Comprehensive Solid Waste Management Plan" means the Cowlitz County Comprehensive Solid Waste Management Plan adopted and amended by the County pursuant to Chapter 70.95 RCW.
- 1.4. "County" means Cowlitz County, Washington.
- 1.5. "Disposal Site" means a facility where any final treatment, utilization, processing, transfer or deposit of certain solid waste originating in the County or the City occurs. For the purpose of this agreement, a waste export transfer station shall be deemed a disposal site.
- 1.6. "Equipment, Land, and Facilities Fund" (herein "ELF Fund") means certain fund reserves held and managed by the County that have been generated through collection of tipping fees at the County landfill. For purposes of this Agreement, the ELF Fund specifically refers to those reserves remaining in the fund after providing for the following landfill purposes: operation of the County landfill, closure of the County landfill, post closure costs for the "lined" and "unlined" County landfill in existence at the time of this agreement, post closure monitoring expenses, landfill gas utilization system installation and operation, and equipment replacement. Such ELF Fund reserves are estimated to be approximately \$10,000,000 on January 1, 2007.
- 1.7. "Hazardous waste" means those solid wastes designated by 40 CFR Part 261, and regulated as hazardous and /or mixed waste by the United States EPA or designated a dangerous or extremely hazardous waste as defined by Washington State regulations adopted pursuant to Chapter 70.105 RCW or as amended.
- 1.8. "Interlocal Agreement " means this Interlocal Agreement for Management of Municipal Solid Waste.
- 1.9. "Recycling" means the extraction of useful materials from the solid waste stream and diverting such materials from the disposal site.
- 1.10. "Solid Waste" means solid waste as defined by RCW 70.95.030 with the exception of hazardous waste.

- 1.11. "System" means all facilities for solid waste handling provided by the County, either directly or by contract with a vendor, and all administrative activities related thereto. The term "System" includes all sites designated by the County for the receipt or disposal of solid waste.
2. Responsibility for Solid Waste Disposal. For calendar years 2006 through 2045, the County shall be responsible for the disposal of solid waste generated within unincorporated areas of the County and within the City to the extent provided in the Comprehensive Solid Waste Management Plan and the Agreement executed by the County with Waste Control Recycling, Inc., on or about November 20, 2006.
3. Comprehensive Plan. For the duration of this Interlocal Agreement, the City and County shall adhere to the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised by the County pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, the City authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions acceptable to the City for the management of solid and moderate risk waste generated in the City.
4. Solid Waste Advisory Committee. Pursuant to RCW 70.95.165(3) and RCW 39.34.030(4) and Cowlitz County Code Chapter 15.30, the Solid Waste Advisory Committee (SWAC) shall continue operating for the purpose of rendering advice to Cowlitz County and the Governance Committee created under section 5 of this Agreement regarding general solid and moderate risk waste related issues, service levels, disposal rates, and short and long term planning, and especially the administration and implementation of the Comprehensive Solid Waste Management Plan.
- 4.1. Regular Members. Regular members shall be appointed by the Board of County Commissioners and shall, as a minimum, represent the cities, the waste management industry, and citizens.
- 4.2. Ex-Officio Members. The Board of County Commissioners (BOCC) may appoint Ex-Officio Members who will serve at the pleasure of the BOCC. Ex-Officio Members will be non-voting members.
- 4.3. Auxiliary Members. The regular membership of the Solid Waste Advisory Committee may appoint auxiliary members for a specific time period to serve on the committee in a non-voting capacity, for the purpose of providing specific information, technical advice, and information of a general nature which is pertinent to the committee's activities or any other form of assistance which will aid the committee in carrying out its purposes.

- 4.4. Meetings. The Chair will call meetings of SWAC as needed. It is anticipated that meetings will be monthly or semi monthly during Solid Waste Management Plan updates and annually during off-planning years.
5. Governance Committee.
- 5.1. Purpose - The Governance Committee shall review solid waste operations and Comprehensive Solid Waste Management Plan implementation. Any proposed changes or improvements significantly affecting the operation of the solid waste disposal system or which may directly or indirectly significantly impact disposal rates, changes to disposal rates, use of ELF Fund reserves for other than landfill operation and maintenance, or siting of disposal facilities shall be submitted to the Governance Committee to provide an opportunity for adequate review, deliberation, and the formulation of comments and recommendations, prior to any final decision by the Board of Cowlitz County Commissioners. The Board of Cowlitz County Commissioners shall not approve expending or committing ELF Fund reserves for any use other than landfill operation and maintenance unless such expense or commitment is supported by a majority vote of the Governance Committee.
- 5.2. Regular Members - The Governance Committee shall consist of two (2) County representatives and one (1) representative each from the two largest Cities in the County. Each entity shall designate a member and an alternate for each representative position.
- 5.3. Meetings - The Governance Committee shall meet annually, or additionally as needed, to review the status of the solid waste disposal system; any recommendations from the Solid Waste Advisory Committee; tipping fee adjustments; use of ELF Fund reserves for other than landfill operation and maintenance; and, any proposed changes or improvements significantly affecting the operation of the solid waste disposal system.
6. City Designation of County System for Solid Waste Disposal. The City by execution of this Agreement designates the County System for the disposal of certain solid waste (as hereinabove defined) generated within the corporate limits of the City, and authorizes the County to designate a disposal site or sites for the disposal of such solid waste. This designation shall also apply to solid waste generated through the City's recycling collection and sorting operations. This designation of the County System shall continue in full force and effect for calendar years 2006 through 2045 or the duration of the County contract with Waste Control Recycling, Inc., whichever occurs first. The designation of the County in this section shall not reduce or otherwise affect the City's control over solid waste collection as permitted by applicable state law.
7. Waste Reduction and Recycling. The City and the County agree to cooperate to achieve the priorities for waste reduction and waste recycling set forth in the

Comprehensive Solid Waste Management Plan. Where appropriate and agreed, the County may provide funding to the Cities to implement such waste reduction and recycling programs, provided such programs have been included in the Comprehensive Solid Waste Management Plan and such funding is recommended by the Governance Committee.

8. Contracts with Vendors / No City Obligation.

8.1. The County has entered into a contract with Waste Control Recycling, Inc. for long-term handling, transfer and disposal of solid waste. The County may at its discretion enter into further contracts with vendors to provide solid waste handling services. The City acknowledges that in entering into such contracts, the County may rely on the City's designation of the County as the entity with responsibility for preparing and revising the Comprehensive Solid Waste Management Plan and for designating solid waste disposal sites under the terms of the Comprehensive Solid Waste Management Plan and this Interlocal Agreement.

8.2. The City shall not be obligated, directly or indirectly, for the collection or delivery of any specified quantity of solid waste to a solid waste disposal site designated by the County. No contract between the County and a vendor shall purport to create any general obligation or special fund or utility obligation of the City.

9. Indemnification.

9.1. Except as provided below, the County shall indemnify and hold harmless, and shall have the right and duty to defend the City, through the County's attorneys, against any and all claims arising out of the County's operations of the System, and the right to settle such claims, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. In providing a defense for the City, the County shall exercise good faith in that defense or settlement so as to protect the City's interests. For purposes of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall not include any claims arising out of the City's collection of certain solid waste, the disposal or attempted disposal of hazardous waste, or other activities under the control of the City.

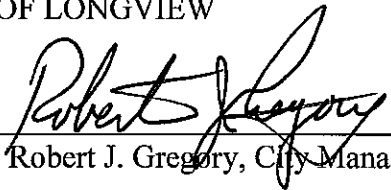
9.2. In the event that the County acts to defend the City against a claim, the City shall cooperate with the County.

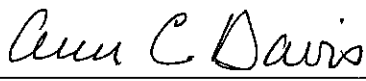
9.3. For purposes of this section, reference to the City and to the County shall be deemed to include the officers and employees of any party, acting within the scope of their authority.

10. Duration. This Interlocal Agreement shall continue to be in full force and effect through calendar year 2045 or the duration of the Waste Control Recycling, Inc. contract, whichever occurs first, unless terminated as described in the following paragraph.
11. Amendment, Supplementation or Termination. This Interlocal Agreement shall be reviewed by the parties every 5 years or in conjunction with the SWMP update, whichever occurs first, and may be amended, supplemented or terminated upon the agreement of both the County and all Cities that executed the original Agreement with the same formalities as the original Agreement. Any amendments, supplement or termination shall be in writing and shall be signed by the authorized officers of the County and the Cities at least 30 days in advance of the effective date of such action.
12. ELF Fund Reserves
 - 12.1. It is the intent of the County and Cities to use ELF Fund reserves for solid waste purposes including, but not limited to, future capital improvement projects or rate stabilization.
 - 12.2. When any of the Cities or the County determine that expenditure of the ELF Fund reserves is required for any Solid Waste purpose, excepting only maintenance and operations of the landfill, the County will initiate a meeting of the Governance Committee to review the proposed use of the ELF Fund reserves and the Governance Committee shall make a recommendation to the Board of Commissioner's on such use.
 - 12.3. In the event this Agreement is terminated as stipulated in Section 11 of this Agreement, the Governance Committee shall meet and determine an equitable distribution of the ELF Fund reserves to the parties to this Agreement. Existing indebtedness, accounts payable, and any other liability related to operation and capital expenditures of the solid waste System operated by the County shall be satisfied prior to any distribution of the ELF Fund reserves to the parties.
13. Miscellaneous.
 - 13.1. No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or at any subsequent breach whether of the same or of a different provision of this Interlocal Agreement.
 - 13.2. This Interlocal Agreement is entered into to protect the public health, safety and welfare of the residents of the City and County and to promote the effective and efficient disposal or handling of solid waste in the City and the County.

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the ____ day of _____, 2007.

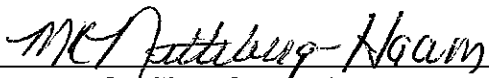
CITY OF LONGVIEW

By: 
Robert J. Gregory, City Manager

Attest: 
City Clerk

Name Printed: Ann C. Davis

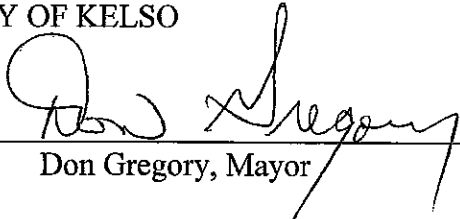
Approved as to form:

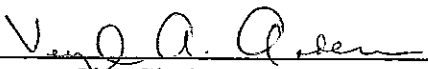

Attorney for City of Longview

Name Printed: M.K. Nitzberg-Hoan

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 31st day of April, 2007.


CITY OF KELSO

By: 
Don Gregory, Mayor

Attest: 
City Clerk

Name Printed: Vanya A. Anderson

Approved as to form:


Attorney for City of Kelso

Name Printed: Paul Brachvogel

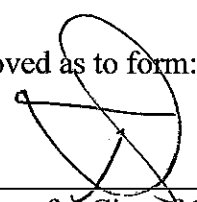
THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 4 day of April, 2007.

CITY OF CASTLE ROCK

By: Barbara L. Larsen
Barbara L. Larsen, Mayor

Attest: Ryana Covington
City Clerk

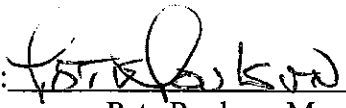
Name Printed: Ryana Covington

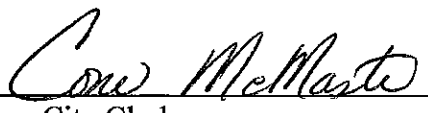
Approved as to form:


Attorney for City of Castle Rock
Name Printed: TOM O'NEILL

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 6th day of April, 2007.

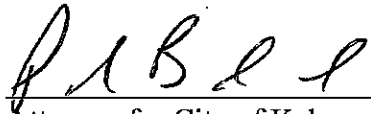
CITY OF KALAMA

By: 
Pete Poulsen, Mayor

Attest: 
City Clerk

Name Printed: Coni McMaster

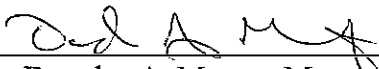
Approved as to form:


Attorney for City of Kalama

Name Printed: Paul Brachvogel

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 19th day of March, 2007.

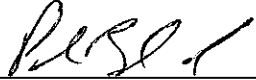
CITY OF WOODLAND

By: 
Douglas A. Monge, Mayor

Attest: 
Mari E. Ripp, Clerk-Treasurer

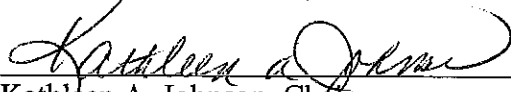
Name Printed: Mari E. Ripp

Approved as to form:


Paul Brachvogel, City Attorney for City of Woodland

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 15th day of May, 2007.

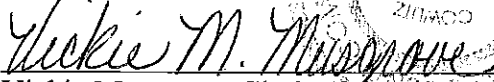
BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

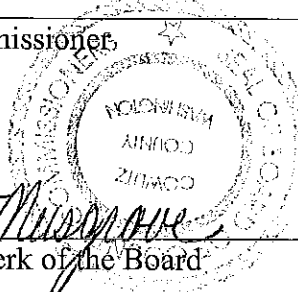

Kathleen A. Johnson, Chairman

absent
George Raiter, Commissioner

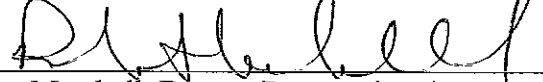

Axel Swanson, Commissioner

Attest:


Vickie Musgrove, Clerk of the Board



Approved as to form:


Ron Marshall, Deputy Prosecuting Attorney