

INTER-LOCAL AGREEMENT
REGARDING SOLID WASTE MANAGEMENT
BENTON COUNTY

(Revision: Final Draft 11/14/05)

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 2006, by and between Benton County, hereafter referred to as the Lead Agency and the cities of Richland, Kennewick, West Richland, Benton City and Prosser, all 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, also referred to as Governance Technical Advisory Committee (GTAC).

I. RECITALS

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

WHEREAS, the parties hereto recognize the requirement to conduct a public review process to develop and review the Benton County Comprehensive Solid Waste Plan, and

WHEREAS, the parties hereto recognize that an updated and adopted Benton County Comprehensive Solid Waste Plan fulfills their jurisdictional requirements under Chapter 70.95 RCW and Chapter 70.105 RCW, and

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

WHEREAS, the parties hereto recognize that the funding sources (*i.e.* Washington Ecology, Coordination Prevention Grant) must be established to adequately support the administration, planning and implementation of the adopted Benton County 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. Voting will require a 100% majority with full representation, and

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

II. AGREEMENTS

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:

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 Chapters 70.95 and 70.105 RCW. Under Chapter 39.34 RCW, 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 Chapter 39.34 RCW for the purpose of cooperative management of solid waste within Benton County. It is the intent of the parties to work cooperatively in developing a comprehensive solid waste management plan pursuant of Chapter 70.95 and 70.105 RCW 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’ means the amount owed by each of the Parties based upon current population figures supplied by the Washington State MPO and the corresponding population percentage applied to the Solid Waste Program Budget.

‘Government Technical Advisory Committee’ (GTAC) means a committee comprised of a representative of each of the Parties. Each Party shall designate its representative to the GTAC to the Lead Agency. The GTAC shall review Solid Waste Program budgets and activities and make recommendations to the Benton County Commissioners.

‘Lead Agency’ means 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’ means 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’ means the collective term for all Participating Jurisdictions and Lead Agency.

‘Plan’ means the Benton County Comprehensive Solid Waste Management Plan, as the same exists now or may hereafter be amended.

‘Routine Operating Agreement’ (ROA) means 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’ means the bylaws the same as now exist or may hereafter be amended.

‘Solid Waste Program Budget’ means the annual Countywide Solid Waste Budget, as prepared by Benton County and accepted by the GTAC, 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.

‘SWAC’ means the Benton County Solid Waste Advisory Committee formed per RCW 70.95.165 and as approved by resolution.

‘Task’ means a project, program, activity, etc., that is annually funded from the Solid Waste Program Budget. All tasks are approved by the GTAC annually 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 has elected to enter into this agreement with the county pursuant to which those jurisdictions shall participate in preparing a joint city-county Plan. Prior to the Plan’s “Final Draft” phase, each Participating Jurisdiction is required to adopt the Plan. If any Participating Jurisdiction elects not to adopt the Plan, the Lead Agency will call for a GTAC vote. If a supermajority vote (i.e. 5 of 6) is reached in favor of adopting, the opposing jurisdiction will have to choose between developing a Plan alone, or adopting the favored Plan. If two or more jurisdictions oppose adopting the Plan, then the Parties will revert back to

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the phase of "Revising the Preliminary Draft Plan" during which a draft Plan revision will be made to satisfy a supermajority vote. The Plan will be adopted by at least the "in favor" supermajority and submitted to Ecology for final approval.

E. PLAN IMPLEMENTATION

Pursuant to RCW 70.95.080 and RCW 70.105.220, the Participating Jurisdictions and Lead Agency will jointly prepare a 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 implement the Plan's recommendations. Pursuant to RCW 70.95.094, the "Final Draft Plan" shall be deemed approved, if the WDoE does not disapprove it within (45) forty-five days of receipt.

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

Prior to the annual GTAC 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 GTAC 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. This Solid Waste Program Budget is to be reviewed by each of the Parties prior to a GTAC workshop. Each Participating

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Jurisdiction and Lead Agency shall have one (1) equal vote with regards to decisions made pursuant to all matters of policy and budget. Voting will require a full majority (*i.e.* 6 of 6). The GTAC shall make a recommendation for budget approval to the Benton County Commissioners.

J. ANNUAL FEE

The Parties agree to pay an annual Fair Share for the administration, planning and operation of the Solid Waste Program, as determined and voted-on by the GTAC and approved by the Benton County Commissioners. The Parties agree to remit their fee to the Lead Agency either as a lump sum payment due on or before the 15th day of April of each corresponding year, or as quarterly payments, due by the 15th day of each of the following months: April, July, September and November.

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 for six (6) years. 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 fifth anniversary for the effective date of the Plan. 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 Party, by written notice to the Lead Agency no less than three hundred sixty five (365) 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 Contractual Commitment provision 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.

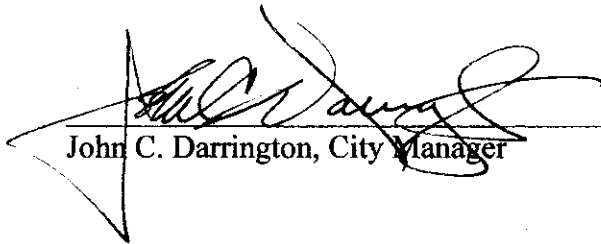
P. ENTIRE AGREEMENT

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 RICHLAND, WASHINGTON.

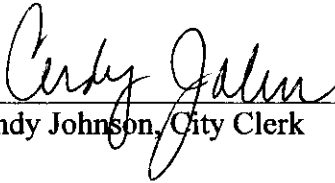


John C. Darrington, City Manager

12/12/05

Date

Attest:



Cindy Johnson, City Clerk

12/12/05

Date

Approved as to Form:



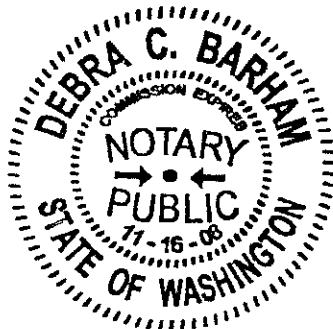
Thomas O. Lampson, City Attorney


12/9/05

Date

I certify that on this 12 day of December, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John C. Darrington and Cindy Johnson, 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.





Notary Public in and for the State of
Washington residing at Benton County
My commission expires: 11-16-08