

To be posted on City webpage

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN CITY OF VANCOUVER AND CLARK COUNTY, WASHINGTON
FOR REGIONAL RECYCLING SERVICES**

THIS IS AN AMENDMENT TO THE INTERLOCAL AGREEMENT (“the Agreement”) FOR REGIONAL RECYCLING SERVICES between the City of Vancouver (“City”) and Clark County, Washington (“County”), dated February 14, 2011, and originally effective January 1, 2011, to provide for utilization of the County’s Regional Recycling Center for the treatment and disposal of street sweepings by the City.

WHEREAS, SECTION 5 of the Agreement defines the scope of services which allows the City to utilize the Regional Recycling Center by storing street sweepings collected inside the city limits for treatment and disposal and for the City to be responsible for screening and processing its own street sweeping material; and

WHEREAS, SECTION 6 of the Agreement provides for how the City pays for the City’s portion of the facility cost and for services performed by the County; and

WHEREAS, SECTION 18 of the Agreement provides for how amendments to the Agreement are to be approved and executed; and

WHEREAS, the City and County have reviewed their operations and find that having the County be responsible for processing and disposing of the City’s portion of the street sweeping material collected and stored at the Regional Recycling Center is a cost-effective service for both the City and County.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That SECTION 5 of the Agreement is amended read as follows:

SECTION 5 SCOPE OF SERVICES The County will allow the City to utilize the Regional Recycling Center by bringing street sweepings collected inside the city limits for treatment and disposal. The County will be responsible for screening and processing the City's street sweeping material stored at the Regional Recycling Center. The Regional Recycling Center has five storage bays to allow each agency to have their own area to fill. Once the City has filled its bay, the City is responsible for notifying the County that the street sweeping material needs to be screened and processed. The County will have up to two months from the notification date to empty the City's bay and dispose of the contents. The City, at its sole discretion, may terminate these services at any time.

2. That SECTION 6 of the Agreement is amended to read as follows:

SECTION 6 COST OF SERVICE The cost of the facility was \$345,000 which was divided into five equal shares with the City of Camas and City of Washougal sharing one share. Each share equals \$69,000 (Sixty Nine Thousand Dollars). The City of Battle Ground, City of Vancouver, City of Camas and the City of Washougal have chosen to pay the construction and capital improvement costs back to the County in the course of a ten-year period. Each of these agencies will be invoiced \$6,900 (Six Thousand Nine Hundred Dollars) in January of each calendar year. There will be no interest assessed on any of the payments.

For the services provided under SECTION 5, the City shall reimburse the County for providing such services at the cost invoiced from the County's Contractor for

the actual screening and processing of the City's street sweeping material plus five percent (5%). The rate(s) charged to the City for screening and processing work must be the same as rate(s) charged for all agencies' work. The County shall submit the invoice to the City, along with the invoice(s) from the County's Contractor for the City's screening and processing work.

3. A new SECTION 18A is added to the Agreement to read as follows:

SECTION 18A AMENDMENT The City Manager is authorized to approve and execute amendments to this Agreement without further authorization of the City Council.

4. All other terms of the Agreement shall remain in full force and effect.

5. Acts taken in conformity with this Amendment to the Agreement prior to its execution are hereby ratified and affirmed.

Dated: October 24, 12

Dated: 11/28/12

FOR THE CITY OF VANCOUVER:
A municipal corporation

FOR CLARK COUNTY, WA:
a subdivision of the State of Washington

(SIGNATURE ON FILE)
Eric Holmes, City Manager

(SIGNATURE ON FILE)
Peter Capell, Public Works Director

Attest:
(SIGNATURE ON FILE)
R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

Approved as to form:

(SIGNATURE ON FILE)
Ted H. Gathe, City Attorney

(SIGNATURE ON FILE)
Art Curtis, Prosecuting Attorney
By: Deputy Prosecuting Attorney