

INTERLOCAL AGREEMENT REGARDING
PROCESSING OF AUTO HULKS AT THE CITY OF PORT ANGELES
REGIONAL TRANSFER STATION

THIS AGREEMENT is executed by and between Clallam County ("County"), and the City of Port Angeles (the "City"); for the purpose of securing the use of the City solid waste landfill site for the compaction and removal of junk vehicles from the City and County. The Parties enter into this Interlocal Agreement ("Agreement") effective as of the date set forth in Section 6(A) of this agreement for the purposes and under the terms contained herein.

WHEREAS, the Parties have cooperated in developing and implementing the County's Comprehensive Solid Waste Management Plan ("the Plan") pursuant to Chapters 35.21, 36.58 and 70.95 RCW on behalf of the County and the City; and

WHEREAS, the Plan recommends removal and recycling of junk vehicles; and

WHEREAS, both the City and the County have ordinances that regulate junk vehicles; and

WHEREAS, the County and City have determined that there are approximately 8,000 to 10,000 junk vehicles in the County and City; and

WHEREAS, the County and City have taken steps to clear the titles, arrange towing and crushing for many of these vehicles; and

WHEREAS, a site suitable for this operation is needed; and

WHEREAS, the former metal recycling area at the City landfill has an area where the storage and crushing of junk vehicles can be safely and properly conducted; and

WHEREAS, this activity will promote the health, safety and welfare of the County's and City's residents; and protect the natural environment throughout the County; and

WHEREAS, the Parties are authorized and empowered to enter into this Agreement pursuant to Chapters 39.34 and 70.95 RCW.

THEREFORE, in consideration of mutual promises and covenants herein, the City and County agree:

Section 1. Definitions: Except for the terms defined in this section, and unless the context indicates otherwise, for the purposes of this Agreement and any related agreements, the Parties shall use the definitions found in RCW 70.95.030 and WAC 173-350, as they may be amended.

"Agreement" means this interlocal agreement.

"City" means the City of Port Angeles.

"County" means Clallam County, Washington.

"Ecology" means the Washington State Department of Ecology or its successor agency.

"Junk vehicle," means a vehicle certified under RCW 46.55.230, as now enacted or hereafter amended, as meeting at least three of the following requirements:

- (a) Is three years old or older;
- (b) Is extensively damaged, such damage including but not limited to any of the following: a broken window or windshield; or missing wheels, tires, motor, or transmission;
- (c) Is apparently inoperable;
- (d) Has an approximate fair market value equal only to the approximate value of the scrap in it.

"Operation" means the short term storage or stockpiling of junk vehicles, the crushing of those hulks, and the loading and export of crushed vehicles from the County.

Section 2. Responsibilities of the County. In return for the use of the former metals recycling/yard waste/drop box areas of the City landfill for short term storage and crushing of junk vehicles, the County shall:

- A. Research titles, take the proper steps to notify last registered owners that the vehicles are considered junk or hulks, following the procedures outlined by the County Junk Vehicle Public Nuisance Ordinance (CCC 19.60.)
- B. Obtain a Temporary Use Permit from the City and assure that all conditions associated either with that permit and any SEPA conditions pertaining to the operation are adhered to. Additionally, the site is within the area permitted for a Decant Facility under county Permit Number SLW 2007-002. If any change to that Permit is required before conducting Operations, the County shall prepare and submit any required amendments or modifications to the Permit and pay any fees required for this change.

- B. Ensure that all vehicles transported and crushed contain no solid waste.
- C. Execute the contractual relationships necessary with properly licensed, insured and bonded towing and crushing companies, providing copies of these agreements to the City for review and approval before the Operation commences. Ensure that crushing equipment is designed to contain fluids from the vehicles, and is properly licensed by the State.
- D. Monitor all aspects of the Operation to ensure it is conducted properly, safely, and in accordance with this Agreement and all permit conditions.
- E. Ensure that spills and litter are properly attended to at the site and maintain a spill kit at the site of the crushing operation.
- F. Monitor the Operation to ensure that it does not interfere with the normal use and functions conducted at the site.
- G. Ensure that the operator adheres to any and all directions from the City and permit conditions regarding the use of the site.
- H. Ensure that the site is used for junk vehicle crushing no more than six weeks at a time and no more than four times per year.
- I. Clean up any spills or litter left at the site immediately after each use and shall sweep the lot after each use.
- J. Pay the City a fee of \$10.00 per vehicle crushed at the site.
- K. Require that all aspects of the Operation be covered by insurance. This requirement for insurance coverage shall be in effect for the duration of the Agreement. This section is intended to require full, comprehensive insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Operation.

The insurance required by this agreement shall not be construed to limit the liability of the County or its contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The insurance provided shall include types described below:

- 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy

shall be endorsed to provide contractual liability coverage. The Automobile Liability insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. The Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Workers' Compensation coverage as required by the Industrial Insurances laws of the State of Washington.
4. Environmental hazards coverage, in a form and amount approved by the City.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Insurance is to be placed with insurers approved by the City.

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing compliance with these insurance requirements before commencement of the Operation.

With respect to the Operation, the City shall be named as an insured under the

insurance policies required above.

L. The County shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, fines, damages, losses or suits including attorney fees, arising out of or in connection with the Operation or the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The City shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, fines, damages, losses or suits including attorney fees, that arise out of or result from the sole negligence of the City committed in the Operation or the performance of this Agreement.

M. At the conclusion of each crushing operation, clean and rehabilitate the area used for or in connection with the operation as directed by and to the satisfaction of the City.

N. Supervise the contractor(s) during all operations, and the County Code Compliance Officer shall be on site when the contractor(s) is working before or after normal working hours at the transfer station.

O. The County shall make available the Sheriff's Chain Gang to remove any and all solid waste from City vehicles to be disposed of under this agreement. Solid waste may be disposed of at the Regional Transfer Station at no cost.

P. A minimum 15% of the vehicles disposed of during any one event shall be from within the City of Port Angeles limits.

Section 3. Responsibilities of the City of Port Angeles. The City of Port Angeles shall:

- A. Designate an area or areas totaling approximately one-half acre for the short term storage and crushing of junk vehicles.
- B. Make the site available to the County and its operators during and after normal transfer station operating hours; and
- C. Monitor the junk vehicle activities to ensure that the operation does not interfere with the planned City uses of the site.
- D. For City vehicles only, research titles, take the proper steps to notify last registered owners that the vehicles are considered junk or hulks, following the procedures outlined by city ordinance.

Section 4. Trial Operation. The initial use of the site will last no longer than six

weeks, and will be considered a trial operation. The trial shall begin on or after September 17, 2007 and shall conclude not later than six weeks after commencement of the trial beginning. During this trial operation the City will determine whether or not the operation is adequately managed, safely conducted, and is conducted in such a manner so as not to cause undue disruption of existing and planned City activities at the site. The City in consultation with the County has the sole and final decision as to whether the trial operation is successful.

If the City determines that the trial operation is not successful, then the City may either:

- 1) determine any additional requirements for the operation that must be followed during any future use of the site for processing automobile hulks; or
- 2) terminate this agreement and any additional use of the site for crushing of junk vehicles.

Section 5. Permitting. For the initial use of the site the City will apply for and process a Temporary Use Permit (TUP) to allow the activity to continue for no more than one year. If the County desires to extend the Operation beyond the one year period, the County shall apply for an Unclassified Use Permit (UUP) per section 17.96.060 of the Port Angeles Municipal Code to extend the period of operation beyond one year. Such application shall be submitted no less than 6 weeks prior to the expiration period of the TUP.

Section 6. Term of Agreement. The City may terminate the agreement early by giving six months notice anytime during the life of the agreement. This agreement shall terminate on December 31, 2010 provided, however, the City may exercise its option in Section 4 above to terminate the agreement after the trial period; and the City, in its sole discretion, may terminate this agreement at the end of any calendar year; and the City may terminate this agreement at any time if in its sole discretion it determines that the operation is unsafe or the results in environmental harm.

Section 7. Miscellaneous Provisions

- A. Effective Date: This Agreement shall take effect the first date on which all Parties have taken all necessary action to authorize and execute this Agreement.
- B. Amendment. This Agreement may be amended only in writing and only by agreement of all Parties except as set forth in this section.
- C. Non-Waiver: No waiver by any Party 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 of a different provision of this Agreement.

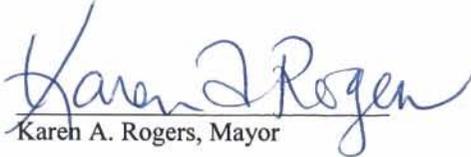
D. Counterparts: This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

IN WITNESS WHERE OF, this agreement is executed by Clallam County and by the City of Port Angeles, Washington.

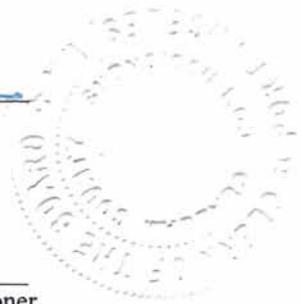
Dated this 19th day of Sept., 2007. Dated this 18th day of Sept., 2007.

CITY OF PORT ANGELES

CLALLAM COUNTY BOARD OF COMMISSIONERS


Karen A. Rogers, Mayor


Stephen P. Tharinger, Chair

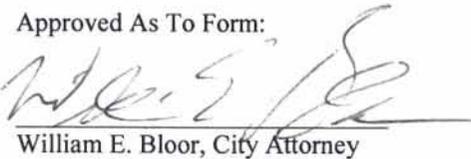


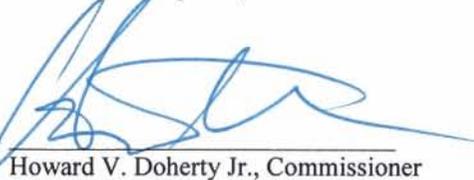
Attest:


Becky Upton, City Clerk


Michael C. Chapman, Commissioner

Approved As To Form:


William E. Bloor, City Attorney


Howard V. Doherty Jr., Commissioner

Approved As To Form:


Mark Nichols, Chief Deputy Prosecuting Attorney

