

Town of Yacolt

Council Meeting Agenda

Monday, October 09, 2023
7:00 PM
Town Hall

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

Approve Minutes of Previous Meeting(s)

- [1.](#) DRAFT Council Meeting Minutes 09-11-2023
- [2.](#) DRAFT Council Budget Workshop Minutes 9-14-2023

Citizen Communication

Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.

Unfinished Business

New Business

- [3.](#) Q & A/ Concerns/ Resources for CCSO
- [4.](#) Resolution 617 re: Solid Waste Management
- [5.](#) Resolution 618 re: Recycling Collection
- [6.](#) Appoint Finance Committee Member

Town Clerk's Report

Public Works Department Report

Attorney's Comments

Citizen Communication

Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.

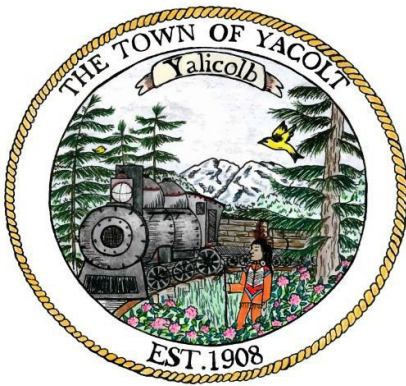
Council's Comments

Mayor's Comments

Approve to Pay Bills on Behalf of the Town

Executive Session

Adjourn



Town of Yacolt

Town Council Meeting Minutes

Monday, September 11, 2023

7:00 PM

Town Hall

Call to Order

7:00 PM

Flag Salute

Roll Call

Council Members Present: Ian Shealy, Craig Carroll, Kandi Peto, Ronald Homola, Marina Viray

Also present: Mayor Katelyn Listek, Attorney David Ridenour, Public Works Director Terry Gardner, and Clerk Stephanie Fields

Late Changes to the Agenda

Add as last item under New Business: Urban County Cooperation Agreement Amendment

Approve Minutes of 8-14-23 Regular Council Meeting

Motion: Viray **2nd:** Peto

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Approve Minutes of 8-21-23 Special Planning Workshop

Motion: Homola **2nd:** Peto

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Approve Minutes of 8-28-23 Special Budget Workshop

Motion: Viray **2nd:** Shealy

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Citizen Communication

None

Unfinished Business

Resolution #615 in Support of Larch Corrections Center

Mayor Listek gave an overview of the Resolution and gave some examples of how important the inmate crews from Larch have been to the Town over the years. A motion was made to adopt the Resolution as written.

Motion: Homola **2nd:** Shealy

Aye: Shealy, Peto, Carroll, Homola, Viray
Motion Carried

Nay: 0

New Business

Kysar Self-Storage Proposal

Erik Kysar presented his ideas for building a self-storage facility on E Yacolt Road, across from the Library. Before actually going through the time and expenditure of applying for a Conditional Use Permit, he wanted to get a feel for how the Council and Townspeople would receive the proposed facility. Council was at most lukewarm about the proposal. They gave other suggestions for different types of facilities/buildings/businesses they thought the Town would benefit from more. While Mr. Kysar said his main commercial development expertise lies in self-storage, he was willing to investigate other avenues for the property.

Resolution #616 GEM Agreement

After Mayor Listek explained how the Grounds Equipment and Maintenance Agreement could be (and has been in the past) very beneficial to the Town, a motion was made to adopt the Resolution agreeing to extend our participation in the multi-agency Agreement. The agreement is to be recorded with the City of Vancouver.

Motion: Homola **2nd:** Viray

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

GMA Update Grant

The Town has been notified that funds are earmarked for us to receive a grant of up to \$100,000 toward any costs relating to updating our Growth Management Plan. The update is mandated by the State of Washington. Motion was made for the Town to apply for the grant.

Motion: Viray **2nd:** Shealy

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Schindler Contract

Attorney Ridenour noted a portion of our elevator maintenance contract with Schindler. He said there may be a loophole whereby we could get out of our contract earlier than the set termination date next year.

Amendment to the CDBG and HOME Grant Funding Urban County Cooperation Agreement

Mayor Listek received a notice that the UCC Agreement needs to be amended to comply with the Civil Rights Act requirements. If the Town wishes to continue to participate (in order to qualify for CDBG and HOME grants), we would need to accept the amendment. Motion was made for the Town to accept the amendment. (A copy of the Amendment will be included with the meeting minutes.)

Motion: Shealy **2nd:** Homola

Aye: Shealy, Carroll, Peto, Homola, Viray

Nay: 0

Motion Carried

Town Clerk's Report

- Working on another large Public Records Request; unable to pull up some of the old records, so we are bringing in a tech expert tomorrow. Tech guy will also help make

Admin Assts' computers more functional.

- Clerk's Admin Asst has been working hard on getting in vendors for the Fall Harvest Market/Festival on October 7th.
- Working on budget between day-to-day tasks; next Budget Workshop is scheduled for Thursday, Sept. 14th at 6pm.

Public Works Department Report

- Been painting crosswalks and speed bumps; removed some of the more aggressive speed bumps.
- Clark County Public Works painted the mid-line on our 3 main roads.
- Admin Asst has been working on safety stuff and getting the dep't caught up.
- In the next month, will be cleaning streets, putting posts in the cemetery, and starting to replace mesh bags in the storm drains.

Citizen Communication

None

Attorney's Comments

- Still working on gaining an understanding of the formula BGSD is using for the School Impact fees. Options: Council can approve BGSD's proposal as-is without having an understanding of it, they can approve a different amount without having an understanding of it, or they could potentially approve the Capital Facilities Plan but not the School Impact Fees until they do understand the formula. We will try to set up a meeting/workshop with them so they can explain their needs and calculations. Councilmember Viray asked if we could set up a Workshop with them on Monday, October 16 at 6pm.
- Also working diligently on the big Public Records Request.

Council's Comments

None

Mayor's Comments

- The speedbumps look great with their new paint jobs!
- It will be rough going forward without the Larch crew. She reminded Council to account for the added expense of laborers in the 2024 Budget.
- Looking forward to the new Council Chambers being complete – hopefully by the end of the year.
- The Fall Harvest Market will be October 7th from 11am-5pm. Desiree is donating pumpkins again for a contest, and there will be a table set up where kids can paint their pumpkins right there at the event if they want to.

Approve to Pay Bills on Behalf of the Town

Motion: Shealy

2nd: Viray

Aye: Shealy, Carroll, Peto, Homola, Viray

Nay: 0

Motion Carried

Executive Session

Mayor Listek called for an executive session to discuss litigation matters with the Town Attorney.
The session went from 8:35-8:45pm.

Adjourn

8:46 pm

Mayor Katelyn Listek

Clerk Stephanie Fields

Approved by Council vote on _____

#2014-HUD-CITIES

Amendment to Intergovernmental Agreement

Between Clark County and the Cities of Battle Ground, Camas, La Center, Ridgefield, Washougal, Woodland, and Town of Yacolt

In compliance with Federal Department of Housing and Urban Development regulations in CPD Notice 23-02, the Intergovernmental Agreement is amended to include the following provisions:

The COUNTY and CITY agree that CDBG and HOME grants will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing per 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmativelyfurthering-fair-housing-definitions-and-certifications>.

The COUNTY and CITY agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146.

CLARK COUNTY

Approved as to form:

Date

Kathleen Otto, County Manager

Date

CITY OF BATTLEGROUND

Approved as to form:

Date

City Manager

Date

CITY OF CAMAS

Approved as to form:

Date

Mayor

Date

CITY OF LA CENTER

Approved as to form:

Date

Mayor

Date

CITY OF RIDGEFIELD

Approved as to form:

Date

Mayor

Date

CITY OF WASHOUGAL

Approved as to form:

Date

Mayor

Date

CITY OF WOODLAND

Approved as to form:

Date

Mayor

Date

TOWN OF YACOLT

Approved as to form:

Date

Katie Lusk

Mayor

September 20th, 2023

Date



Town of Yacolt

Town Council Meeting Minutes

Thursday, September 14, 2023
6:00 PM
Town Hall

Call to Order

6:00 PM

Flag Salute

Roll Call

Council Members Present: Ian Shealy, Kandi Peto, Craig Carroll, Ronald Homola, Marina Viray
Also present: Mayor Katelyn Listek, Public Works Director Terry Gardner, and Clerk Stephanie Fields

Unfinished Business: While reviewing a YTD Cash Flow Report, Council began to set estimates for the coming year's budget for various ledger accounts. They continued discussion of different priorities they have, including:

- Beautifying the Town
- Public Safety
- Road/Street Improvements
- Payroll and the loss and replacement of the Larch inmate crew

Adjourn

8:05 pm

Mayor Katelyn Listek

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt Agenda Request

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name:	Nick Peck	Group Name:	n/a
Address:	117 West Wilson Street Yacolt WA 98675	Phone:	360-690-5870 (Mobile)
Email	Nick.peck@outlook.com	Alt. Phone:	360-686-3482
Address:			

ITEM INFORMATION:

Item Title: Clark County Sheriff's Office resources in North County

Proposed Meeting Date: October 9th, 2023

Action Requested of Council: Make formal contact with CCSO and Clark County Council requesting more resources be allocated to patrolling the roads in North County.

Proposed Motion: That "The Council acknowledges the concerns of many of its residents and neighbors whose lives are daily endangered by criminally careless drivers, and calls upon CCSO and Clark County Council to allocate sufficient funds to establish a permanent presence of two (2) Deputy Sheriffs and 2 patrol vehicles in North County."

Summary/ Background: There are daily reports in local social media outlets of dangerous drivers putting the lives of our residents and those that come from out of town to work in Yacolt at risk and in harm's way. In addition, increased population growth has led to very substantial crowding at Moulton Falls State Park, with dangerous and illegal parking that is only managed by the presence of a CCSO deputy. Having a deputy based in Brush Prairie is no longer adequate, given the great growth in North County population, visitation, and traffic coming through our roads and towns on the way to more and more popular recreation sites.

Deputy Charlie Harris from the Clark County Sheriff's Office has offered to be at this meeting for a getting-to-know-you/ Q&A

session regarding these and any other concerns Yacolt's citizens have which they think CCSO may be able to address and/or remedy.

Staff Contact(s):

Clerk Stephanie Fields (360) 686-3922 clerk@townofyacolt.com



Town of Yacolt Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Stephanie Fields, Town Clerk
David W. Ridenour, Town Attorney
Group Name: Staff

Address: 202 W. Cushman St.
P.O. Box 160
Yacolt, WA 98675
Phone: David Ridenour (360) 991-7659

Email Address: david@davidridenourlaw.com
Alt. Phone: Town Clerk (360) 686-3922

ITEM INFORMATION:

Item Title: Interlocal Agreement Delegating Authority to Clark County to Prepare Yacolt's Solid Waste Management Plans, (for future comprehensive plan amendments).

Proposed Meeting Date: October 9, 2023.

Action Requested of Council: Approve a Resolution to enter an Interlocal Agreement with Clark County to have the County prepare Yacolt's Solid Waste Management Plans.

Proposed Motion: "I make a motion to approve Resolution #617, appointing Clark County to update the Town's Solid Waste Management Plans."

Summary/ Background: The Town is obligated under the Growth Management Act to prepare and continuously update a solid waste management plan. The Town is authorized to coordinate with Clark County on its plan and may delegate authority to the County to update the plan on behalf of the Town. This has been the Town's practice for many years.

Clark County is preparing to develop a coordinated solid waste management plan on behalf of Yacolt, Battle Ground, Camas, La Center, Ridgefield, Vancouver and Washougal as part of its future comprehensive plan updates. This arrangement is being implemented through an Interlocal Agreement which is attached to Resolution #617, (attached).

The term of the Agreement is open-ended, but may be terminated by the Town with notice, (Section 7). The Agreement requires the County

to consult with all parties on plan amendments, and to consider all responses in good faith, (Section 5).

Attachments:

Resolution #617, (with Exhibit A – INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND CITIES OF BATTLE GROUND, CAMAS, LA CENTER, RIDGEFIELD, VANCOUVER, WASHOUGAL, AND TOWN OF YACOLT DESIGNATING CLARK COUNTY AS THE LEAD AGENCY FOR THE REVISION OF THE COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

Staff Contact(s):

Stephanie Fields, Town Clerk.
David W. Ridenour, Town Attorney.

Resolution #617

**A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE
EXECUTION OF AN INTERLOCAL AGREEMENT DESIGNATING CLARK COUNTY AS
THE LEAD AGENCY TO REVISE AND UPDATE A COMPREHENSIVE SOLID WASTE
MANAGEMENT PLAN ON BEHALF OF THE TOWN**

Whereas, RCW 70A.205.010 and RCW 70A.300.007 assign primary responsibility for solid waste and moderate risk waste planning to local government agencies;

Whereas, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties to prepare a coordinated comprehensive solid and hazardous waste management plan in cooperation with the various cities and towns located within such county;

Whereas, under RCW 70A.205.075, all solid waste management plans must be maintained in current condition by periodic updates that include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future;

Whereas, RCW 70A.205.040(4)(c) permits the Town of Yacolt, (hereafter “*Yacolt*” or “*Town*”), to authorize Clark County to prepare a plan for the Town’s solid waste management;

Whereas, the Town entered into a Solid Waste Interlocal Agreement with Clark County on May 9, 2006 and the two agencies have enjoyed a lengthy, productive, and effective working relationship in coordinating a wide range of solid waste disposal and collection issues;

Whereas, the Yacolt Town Council desires to have Clark County prepare a plan for the Town’s solid waste management to be included in the comprehensive county plan pursuant to the terms set forth below;

Whereas, the Yacolt Town Council has determined that it is in the public interest to authorize the Mayor of Yacolt to execute an Interlocal Agreement with Clark County for the purposes described herein; and,

Whereas, the Town Council is in regular session this 9th day of October, 2023, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yacolt as follows:

Section 1 - Approval of Agreement: The Interlocal Agreement attached hereto as Exhibit A and incorporated herein by this reference, providing for Clark County to prepare the Town’s comprehensive solid waste management plan, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is authorized to execute the Interlocal Agreement in a form substantially similar to Exhibit A, for and on behalf of the Town of Yacolt.

Section 2 - Effective Date: This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law. The Town Clerk may publish the following summary of this Resolution:

Town of Yacolt - Summary of Resolution #617

The Town Council of the Town of Yacolt adopted Resolution #617 at its regularly scheduled Town Council meeting held on October 9, 2023. The content of the Resolution is summarized in its title as follows: A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT DESIGNATING CLARK COUNTY AS THE LEAD AGENCY TO REVISE AND UPDATE A COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN ON BEHALF OF THE TOWN.

The effective date of the Resolution is October 9, 2023. A copy of the full text of the Resolution will be mailed upon request to the undersigned at the Town of Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 18th day of October, 2023.
Yacolt Town Clerk.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 9th day of October, 2023.

TOWN OF YACOLT

Katelyn J. Listek, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

David W. Ridenour, Town Attorney

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #617 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT DESIGNATING CLARK COUNTY AS THE LEAD AGENCY TO REVISE AND UPDATE A COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN ON BEHALF OF THE TOWN" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

Stephanie Fields, Town Clerk

Published: _____
Effective Date: October 9, 2023
Resolution Number: 617

INTERLOCAL AGREEMENT

HDC.2162

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

TOWN OF YACOLT

PO Box 160, Yacolt, WA 98675

Project: Update to Comprehensive Solid Waste Management Plan
Contract Name: CCPH Town of Yacolt CSWMP Interlocal HDC.2162
Contract Period: Upon Execution-Ongoing

County Contacts		
Program	Fiscal	Contract
Joelle Loescher 360.397.8126 Joelle.Loescher@clark.wa.gov	Kayla Mobley 564.397.8235 Kayla.Mobley@clark.wa.gov	Holly Barnfather 360.949.6965 CntyHealthGrantContract@clark.wa.gov

Town Contacts		
Program	Fiscal	Contract
Sean LaBarbera 360.553-0013 pwd@townofyacolt.com	Stephanie Fields 360.686-3922 clerk@townofyacolt.com	Katelyn Listek 360.686-3922 mayorlistek@townofyacolt.com

This Contract for governmental services, where both parties are public agencies, pursuant to RCW 39.34.080 is entered into between Clark County, hereinafter referred to as "County", and the Town of Yacolt, hereinafter referred to as "Town". County and Town agree to all terms and conditions, exhibits, and requirements of this contract.

TOWN OF YACOLT:

Exhibit Copy

Katelyn Listek, Mayor

Date: _____

TOWN OF YACOLT:

Exhibit Copy

David Ridenour, Town Attorney

Date: _____

CLARK COUNTY:

Exhibit Copy

Kathleen Otto, County Manager

Date: _____

APPROVED AS TO FORM ONLY:

Exhibit Copy

Amanda Migchelbrink,
Deputy Prosecuting Attorney

Date: _____

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND CITIES OF
BATTLE GROUND, CAMAS, LA CENTER, RIDGEFIELD, VANCOUVER,
WASHOUGAL, AND TOWN OF YACOLT
DESIGNATING CLARK COUNTY AS THE LEAD AGENCY FOR THE REVISION OF
THE COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN**

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040, this Interlocal Agreement (Agreement) is entered into between Clark County and the Town of Yacolt, establishing the obligations of the Parties for the maintenance and adoption of the Clark County Comprehensive Solid Waste Management Plan (CSWMP).

WHEREAS, RCW 70A.205.010 and RCW 70A.300.007 assigns primary responsibility for solid waste and moderate risk waste planning to local government; and

WHEREAS, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties, in cooperation with the various cities located within such county, to prepare a coordinated comprehensive solid & hazardous waste management plan; and

WHEREAS, under RCW 70A.205.075, all solid waste management plans must be maintained in current condition by periodic updates that include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future and local governments may also periodically update their hazardous waste plans; and

WHEREAS, the Town and the County (Parties), recognize that our citizens and businesses, public policymakers, and local government staff benefit from cooperative, coordinated, and shared approaches to managing the regional solid waste system; and

WHEREAS, RCW 70A.205.040(4)(c) outlines that cities may authorize the county to prepare a plan for the Town's solid waste management; and

WHEREAS, the Parties previously entered into a Solid Waste Interlocal Agreement on May 9, 2006 and have enjoyed a lengthy, productive, and effective working relationship in coordinating a wide range of solid waste disposal and collection issues; and

WHEREAS, in order to successfully develop, finance, and manage the Regional Solid Waste System, it is desirable that all waste generated in Clark County, including waste generated in incorporated cities and towns within the county, be disposed of through the Regional Solid Waste System and that the Town authorizes the County to designate a disposal site(s) and transfer sites for the disposal of solid waste generated within the corporate limits of the Town; and

WHEREAS, the Parties wish to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family recycling programs, and residential yard waste collection programs; and

WHEREAS, as part of this Agreement, the Town agrees to authorize the county to prepare a plan for the Town's solid waste management for inclusion in the comprehensive county plan. If the Town chooses not to participate fully in the planning process or to pass a resolution adopting the CSWMP, they agree to adopt the final version. If within 90 days of receiving the final draft from the County, a participating jurisdiction does not pass a resolution either adopting or disapproving the CSWMP and delivers that resolution to the County, the CSWMP will be considered adopted by that jurisdiction; and

WHEREAS, the Parties wish to continue working to develop and implement environmentally sound and cost-effective solid waste management programs including waste reduction and recycling programs that reduce greenhouse gas emissions as appropriate from the disposed waste stream.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

1. Purpose of agreement. The Parties intend this Agreement to provide for continued cooperation by both parties in the updating of the CSWMP, implementation of that plan, and periodic updates or replacement of that plan, all in compliance with Chapters 70A.205 and 70A.300 RCW.
2. Authority and responsibilities.
 - 2.1. County shall act as lead agency for review of the CSWMP, and for preparation of the revised CSWMP, incorporating both solid waste and moderate risk waste elements.
 - 2.2. It is understood that the planning effort will be informed by the Solid Waste Advisory Committee (SWAC) and the Regional Solid Waste System Steering Committee (RSWSSC).
 - 2.3. It is understood that the Washington State Department of Ecology (Ecology) will consider approval of the revised CSWMP only after all local jurisdictions participating in the planning process have adopted the revised CSWMP.
 - 2.4. The responsibilities of all parties in the management, planning, operations, and collection services of solid waste programs (including moderate risk waste) will be delineated in the adopted CSWMP.
 - 2.5. No separate entity is being created by this Agreement.
3. Limitations.
 - 3.1. Nothing in this agreement shall supersede any authority granted to either the County or the Town, or otherwise imply any control by one Party over the other Party.
 - 3.2. Nothing in this agreement shall obligate either Party to provide personnel or assume operation and maintenance responsibilities for the other party's facilities or operations. Nor shall any provision of this agreement change in any manner the rules and restrictions under which either party operates.
4. Dispute resolution. Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The Parties may agree to mediation as part of such effort.

5. Plan development process. The Parties agree to the following process for development of, updates to, and replacement of the CSWMP.
 - 5.1. Revision process
 - 5.1.1. With input from SWAC and RSWSSC, the County will develop a draft and circulate that draft to Ecology and all cities within the Clark County Regional Solid Waste System. The County will make that draft available to the public for comments on their website.
 - 5.1.2. After good faith consideration of any responses from the public, cities and town, and Ecology, County staff will prepare a final draft. After consultation with the Town/town, SWAC, and RSWSSC, County will have the discretion to decide whether to change the final draft as a result of the responses.
 - 5.1.3. Upon adoption, as defined herein, County will submit the adopted final draft to Ecology.
 - 5.2. Amendments and updates
 - 5.2.1. All proposed amendments will be evaluated per the process defined in the CSWMP.
 - 5.2.2. Cities and towns that have signed the Agreement to join the Clark County Regional Solid Waste System may send possible amendments to the County for formal proposal. Upon such proposal, the County shall conduct the plan development process as outlined in this section.
 - 5.2.3. The County shall prepare CSWMP updates as required by Chapter 70A.205 RCW, 70A.300 RCW, or by Ecology.
6. Plan adoption. If within 90 days of receiving the final draft CSWMP from the County, a participating jurisdiction does not pass a resolution either adopting or disapproving the plan and delivers that resolution to the County, the CSWMP will be considered adopted by that jurisdiction. All participating jurisdictions will be notified by the County when the CSWMP is adopted and when the CSWMP is approved by Ecology.
7. Term. Commencing on the effective date as outlined below in this Agreement, this Agreement shall continue until rescinded, terminated as herein provided, or as outlined in the adopted subsequent plan. Any party hereto may withdraw and terminate its rights and obligations under this Agreement with the understanding that:
 - 7.1. Notice of intent to withdraw and develop an independent plan shall be given to all parties, including SWAC and RSWSSC, and shall be provided with 12 months' notice; and

- 7.2. Prior to termination, a withdrawing Town must have prepared and received approval from Ecology for their independent solid waste management plan; and
- 7.3. Termination will not absolve the Town or County of responsibility for meeting financial and other obligations outstanding at the time of termination.
8. Effective date. This Agreement shall be effective upon its execution by the Clark County Council after execution by all other participating governments. The Parties agree that in the event this Agreement is approved on or after the effective date, the terms and conditions hereof shall be construed as having been in full force and effect as of the effective date.
9. Entire agreement and modification. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties.
10. Indemnification / Hold harmless. Town shall defend, indemnify and hold County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of Town in performance of this Agreement, except for injuries and damages caused by the sole negligence of County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Town, its officers, officials, employees, and volunteers, Town's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Town's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Town's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
11. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all records constituting public records and to produce or assist both parties in producing such records,

within the time frames and parameters set forth in state law. Each party further agrees that upon receipt of any written public record request from the public, shall, within two business days, notify the other party of receipt of the request by providing a copy of the request to the other party's Public Records Officer.

12. Recording or public listing. The Parties agree that this Agreement, after full execution, either will be recorded with the Clark County Auditor or listed by subject on Clark County's website or other electronically retrievable public source, as required by RCW 39.34.040.
13. Severability. If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.



Town of Yacolt

Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Stephanie Fields, Town Clerk
David W. Ridenour, Town Attorney
Group Name: Staff

Address: 202 W. Cushman St.
P.O. Box 160
Yacolt, WA 98675
Phone: David Ridenour (360) 991-7659

Email Address: david@davidridenourlaw.com
Alt. Phone: Town Clerk (360) 686-3922

ITEM INFORMATION:

Item Title: Interlocal Agreement Delegating Authority to Clark County to Administer a Contract with Waste Connections for Recycling Collection Services in Yacolt.

Proposed Meeting Date: October 9, 2023.

Action Requested of Council: Approve a Resolution to enter an Interlocal Agreement with Clark County to administer recycling collections services in Yacolt.

Proposed Motion: "I make a motion to approve Resolution #618 authorizing an Interlocal Agreement with Clark County to oversee recycling collection services in Yacolt."

Summary/ Background: At its meeting on May 8, 2023, the Town Council voted to continue an arrangement with Clark County by which the County would negotiate and administer contracts for the collection of recyclables and yard waste. The County has provided this service for Yacolt, Battle Ground, La Center, and the unincorporated areas of the County for many years.

The current recycling contract with Waste Connections is set to expire on December 31, 2023. (The yard debris contract does not expire until 2025.) Over the last several months, Clark County has negotiated a contract extension with Waste Connections for recycling collection services in the various service areas covered by the contract. The Recycling contract has now been extended from January 1, 2024 through December 31, 2028, (with two options to extend for two more years).

Clark County proposes to administer the Recycling Contract on behalf of the Town through an Interlocal Agreement which is attached to Resolution #618.

Attachments:

Resolution #618, (with Exhibit A – Interlocal HDC.2147 between Clark County and Town of Yacolt for Recycling Collection Service, and including a second exhibit, Amendment Seven, HDC.855 between Clark County and Waste Connections of Washington, Inc., (extending the Recyclables Collection Contract)).

Staff Contact(s):

Stephanie Fields, Town Clerk.
David W. Ridenour, Town Attorney.

Resolution #618

A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF YACOLT AND CLARK COUNTY FOR THE PURPOSE OF PROVIDING RESIDENTIAL RECYCLING COLLECTION SERVICES TO THE TOWN.

Whereas, the Town of Yacolt, (hereafter “*Town*” or “*Yacolt*”), has for many years agreed to have Clark County represent the Town’s interests during the negotiation and administration of solid waste management services within the Town, including the collection and recycling of recyclable waste;

Whereas, the Town Council voted to continue this arrangement with Clark County at the Town Council's regular public meeting on May 8, 2023;

Whereas, Clark County has proposed that the parties enter an interlocal agreement providing for the continued representation of the Town by Clark County with respect to residential recycling collection services;

Whereas, the Yacolt Town Council has determined that it is in the public interest to authorize the Mayor of Yacolt to execute the Interlocal Agreement with Clark County for the purposes described herein; and,

Whereas, the Town Council is in regular session this 9th day of October, 2023, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yacolt as follows:

Section 1 - Approval of Agreement: The Interlocal Agreement attached hereto as Exhibit A and incorporated herein by this reference, providing for Clark County to administer a program for the collection and recycling of recyclable materials from single-family and multi-family residences within the Town’s urban service area, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is authorized and directed to execute the Interlocal Agreement in a form substantially similar to Exhibit A, for and on behalf of the Town of Yacolt.

Section 2 - Effective Date: This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law. The Town Clerk may publish the following summary of this Resolution:

Town of Yacolt - Summary of Resolution #618

The Town Council of the Town of Yacolt adopted Resolution #618 at its regularly scheduled Town Council meeting held on October 9, 2023. The content of the Resolution is summarized in its title as follows: “A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF YACOLT AND CLARK COUNTY FOR THE PURPOSE OF PROVIDING RESIDENTIAL RECYCLING COLLECTION SERVICES TO THE TOWN.”

The effective date of the Resolution is October 9, 2023. A copy of the full text of the

Resolution will be mailed upon request to the undersigned at the Town of Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 18th day of October, 2023.
Yacolt Town Clerk.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 9th day of October, 2023.

TOWN OF YACOLT

Katelyn J. Listek, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

David W. Ridenour, Town Attorney

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #618 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF YACOLT AND CLARK COUNTY FOR THE PURPOSE OF PROVIDING RESIDENTIAL RECYCLING COLLECTION SERVICES TO THE TOWN" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

Stephanie Fields, Town Clerk

Published: _____
Effective Date: October 9, 2023
Resolution Number: 618

**INTERLOCAL
HDC.2147**
between
CLARK COUNTY
P.O. Box 9825, Vancouver, WA 98666
and
TOWN OF YACOLT
P.O. Box 160, 202 W. Cushman Street, Yacolt, WA 98675

Project: Recycling Collection Service
Service Description: Recycling Collection Service
Supplier Contract Number: N/A
Contract Name: CCPH Town of Yacolt Recycling Interlocal HDC.2147
Contract Period: January 1, 2024-December 31, 2028
Total Contract Amount: N/A

County Contacts		
Program	Fiscal	Contract
Joelle Loescher 360.949.6568 Joelle.Loescher@clark.wa.gov	Kayla Mobley 564.397.8235 Kayla.Mobley@clark.wa.gov	Holly Barnfather 360.949.6965 GCT@clark.wa.gov

Town Contacts		
Program	Fiscal	Contract
Sean LaBarbera 360.553-0013 pwd@townofyacolt.com	Stephanie Fields 360.686-3922 clerk@townofyacolt.com	Katelyn Listek 360.686-3922 mayorlistek@townofyacolt.com

This Contract for governmental services, where both parties are public agencies, pursuant to RCW 39.34.080 is entered into between Clark County, hereinafter referred to as “County” and Town of Yacolt, hereinafter referred to as “Town.” County and Town agree to all terms and conditions, exhibits, and requirements of this contract.

TOWN OF YACOLT:

Exhibit Copy

Katelyn Listek, Mayor

Date: _____

APPROVED AS TO FORM ONLY:

Exhibit Copy

David Ridenour, Town Attorney

Date: _____

CLARK COUNTY:

Exhibit Copy

Kathleen Otto, County Manager

Date: _____

APPROVED AS TO FORM ONLY:

Exhibit Copy

Amanda Migchelbrink,
Deputy Prosecuting Attorney

Date: _____

TERMS AND CONDITIONS

1. Services. County shall administer the program for the collection and recycling of recyclable materials from single-family and multi-family residences within Town urban service area. The services shall be performed under the County recyclables collection Contract with Waste Connections of Washington, Inc.
2. Time. The Contract shall be effective beginning January 1, 2024, and ending December 31, 2028. County reserves the right to extend the Contract for a period of two (2) additional two (2) year extensions, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.
3. Amendments. County shall not amend the terms of the Contract without the consent of Town, which shall not be unreasonably withheld or delayed.
4. Administrative Expenses: The County shall be entitled to keep fees collected pursuant to the Contract that are intended to offset the cost of governmental administration of the recycling services and programs.
5. Termination. Throughout the term of the Contract, this Interlocal Agreement may be terminated upon the mutual agreement of the County and the Town. Either party may terminate this Contract without cause with six (6) months prior written notice.
6. Contract Documents: Other documents included in this contract include Exhibit A, CCPH Waste Connections Recyclables Collection HDC.855, and all Contract amendments. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
7. Changes: Either party may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes are to be mutually agreed upon by and between County and the Town, in writing, signed by both parties and incorporated in the written amendments to the Contract.
8. Public Records Act: Notwithstanding the provisions of this contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or

indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all records constituting public records and to produce or assist both parties in producing such records, within the time frames and parameters set forth in state law. Each party further agrees that upon receipt of any written public record request from the public, shall, within two business days, notify the other party of receipt of the request by providing a copy of the request to the other party's Public Records Officer.

9. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
10. Confidentiality. With respect to all information relating to each party that is confidential and clearly so designated, each party agrees to keep such information confidential. Each party shall comply with all applicable provisions of RCW 70.24, 70.28, and any other state law applicable to confidentiality of information.
11. Conflict of Interest. Both parties' covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Both parties' further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this contract.
12. Consent and Understanding. This contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
13. Force Majeure. Neither party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance

due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

14. Access to Records. Each party shall have reasonable access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
15. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

AMENDMENT SEVEN
HDC.855
 between
CLARK COUNTY
 P.O. Box 9825, Vancouver, WA 98666
 and
WASTE CONNECTIONS OF WASHINGTON, INC.
 12115 NE 99th Street, #1830, Vancouver, WA 98682

Project: Recyclables Collection Contract
 Service Description: Recyclables Collection
 Supplier Contract Number: n/a
 Contract Name: Amend 7 CCPH Waste Connections Recyclables Collection
 HDC.855
 Contract Period: January 1, 2009-December 31, 2028
 Total Contract Amount: n/a

County Contacts		
Program	Fiscal	Contract
Joelle Loescher 360.397.8126 Joelle.Loesch@clark.wa.gov	Kayla Mobley 360.397.8235 Kayla.Mobley@clark.wa.gov	Thomas Cooper 360.397.8237 GCT@clark.wa.gov

Contractor Contacts		
Program	Fiscal	Contract
Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com	Jason Hudson 503.884.9332 Jason.hudson@wasteconnections.com	Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com

By signing below, Clark County, hereinafter referred to as "County," and Waste Connections of Washington, Inc., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

CLARK COUNTY:

Jason Hudson 08/21/23
 Jason Hudson, Division Vice President, Date

Kathleen Otto 08/29/23
 Kathleen Otto, County Manager Date

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink 08/22/23
 Amanda Migchelbrink Date
 Deputy Prosecuting Attorney

CONTRACT HISTORY

HDC.855

Exhibit A to Resolution #618

Page 1 of 3

Contract Term	Action Amount	Total Contract Amount
Base Contract Period: January 1, 2009-December 31, 2018	n/a	n/a
Amendment #1 January 1, 2009-December 31, 2019	n/a	n/a
Amendment #2 January 1, 2009-December 31, 2020	n/a	n/a
Amendment #3 January 1, 2009-December 31, 2021	n/a	n/a
Amendment #4 January 1, 2009-June 30, 2022	n/a	n/a
Amendment #5 January 1, 2009-September 30, 2022	n/a	n/a
Amendment #6 January 1, 2009-December 31, 2023	n/a	n/a
Amendment #7 January 1, 2009-December 31, 2028	n/a	n/a

1. MODIFICATIONS

- 1.1. The contract is extended for an additional five (5) year term of January 1, 2024-December 31, 2028 with two (2) additional two (2) year extensions.
- 1.2. Update to Section 2.11.1 Length of Initial Contract. The initial term of this Contract shall be the period of time commencing on January 1, 2009 and terminating December 31, 2028.
- 1.3. Update to Section 2.11.2 Extension of Contract. Upon satisfactory performance and compliance of the Contractor, the Contract may, upon the mutual consent of the County and the Contractor, be extended for a total of two (2) additional two (2) year periods upon the same terms and conditions as contained herein. Notice must be given by the County at least six-months before the termination date of its intended extension.
- 1.4. Remove Section 3.2.1 Effective Startup Date For the Urban and Cities Service Area.
- 1.5. Remove Section 3.2.2 Effective Startup Date For the Rural Service Area.
- 1.6. Revise Section 3.2.3.2 Recyclables collection service will occur every other week.
- 1.7. Revise Section 3.2.3.3 Recyclables collection service will occur on a week separate from yard debris collection service.
- 1.8. Revise Section 3.2.9 Collection Equipment. See Appendix G, "Truck Specifications."
- 1.9. Remove Section 3.8.1 g.
- 1.10. Remove Section 3.8.1 m.
- 1.11. Add Section 3.8.2 d. Quarterly summaries of activities conducted and data collected by the recycling educators. Summaries are to be organized by month.
- 1.12. Revise Section 3.10 Public Information and Education. See Appendix L, "Education and Outreach Plan."
- 1.13. Remove Sections 3.10.1 Public Information and Education Program through 3.13 Storage Space for Educational Materials.
- 1.14. Remove Section 4.5.5 ACORD Form.
- 1.15. Revise Section 5.2 Collection Rates. See Appendix C "Collection Rates and Fees."
- 1.16. Remove Section 5.2.1.
- 1.17. Remove Section 5.2.2.

- 1.18. Remove Section 5.2.3.
- 1.19. Remove Section 5.4 Recycling Credit.
- 1.20. Replace Appendix A, "Eligible Recyclable Materials" with Appendix A dated January 1, 2024.
- 1.21. Replace Appendix B, "Implementation and Operations Plan" with Appendix B dated January 1, 2024.
- 1.22. Replace Appendix C, "Collection Rates and Fees," with Appendix C dated January 1, 2024.
- 1.23. Remove Appendix D, "Processing Standards."
- 1.24. Replace Appendix E, "Compensation Formula," with Appendix E dated January 1, 2024.
- 1.25. Appendix E, "Revenue per ton." will be updated in a future amendment.
- 1.26. Replace Appendix F, "Inflation Adjustment Factor," with Appendix F dated January 1, 2024.
- 1.27. Replace Appendix G, "Truck Specifications," with Appendix G dated January 1, 2024.
- 1.28. Replace Appendix H, "Cart and Bin Specifications," with Appendix H dated January 1, 2024.
- 1.29. Replace Appendix I, "Interlocal Agreements," with Appendix I dated January 1, 2024.
- 1.30. Remove Appendix J, "County Resolution of Adoption."
- 1.31. Add Appendix K, "Contamination Reduction Plan for Recyclables," dated January 1, 2024.
- 1.32. Add Appendix L, "Education and Outreach Plan," dated January 1, 2024.
- 1.33. All other terms and conditions of the original contract, as amended, remain the same.

1. ENTIRE CONTRACT

This modification incorporates the original Contract and any subsequent modifications by reference. The parties agree that the original Contract, subsequent modifications, and this modification are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, unless allowed elsewhere in the Contract, any modifications of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this modified Contract.

2. DEBARMENT OR EXCLUSION

By signing this modification, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

APPENDIX A

ELIGIBLE RECYCLABLE MATERIALS

Updated January 1, 2024

Single Family Material Categories

Category 1 (Co-Mingled Cart)

- Paper (mixed wastepaper, newsprint)
- Cardboard (corrugated cardboard, pizza boxes)
- Cartons (aseptic containers, milk cartons, drink boxes)
- Plastic containers (bottles, jugs, tubs, plant pots, buckets up to 5-gallon size)
- Aluminum (food containers, cans)
- Steel and tin (food containers, cans, empty aerosols)
- Scrap metal no longer than 24 inches in any dimension or heavier than 35 pounds

Category 2 (Bin Beside Co-Mingled Cart)

- Glass containers (jars, bottles)

Category 3 (Set Beside Bin or Cart)

- Used motor oil in sealed clear plastic jugs
- Used antifreeze in sealed clear plastic jugs

Category 4 (Set Atop Co-Mingled Cart)

- Household batteries placed in a sealed plastic bag with battery ends taped

Multi Family Material Categories

Contractor may choose to commingle Category 2 and Category 3.

Category 1 (Glass Cart)

- Glass containers (jars, bottles)

Category 2 (Mixed Paper Cart or Cardboard Cage)

- Paper (mixed wastepaper, newsprint)
- Cardboard

Category 3 (Co-Mingled Cart)

- Paper (mixed wastepaper, newsprint)
- Cardboard (corrugated cardboard, pizza boxes)
- Cartons (aseptic containers, milk cartons, drink boxes)
- Plastic containers (bottles, jugs, tubs, plant pots, buckets up to 5-gallon size)
- Aluminum (food containers, cans)
- Steel and tin (food containers, cans, empty aerosols)

- Scrap metal no longer than 24 inches in any dimension or heavier than 35 pounds

Category 4 (Set in Enclosure Beside Carts)

- Used motor oil in sealed clear plastic jugs
- Used antifreeze in sealed clear plastic jugs
- Household batteries placed in a sealed plastic bag with battery ends taped

APPENDIX B IMPLEMENTATION AND OPERATIONS PLAN

Updated January 1, 2024

I. Introduction

The intent of the Implementation and Operations Plan (Plan) is to identify tasks, milestones, and on-going responsibilities to be implemented as part of the Recyclables Collection Contract (Contract) between Waste Connections of Washington (Contractor) and Clark County (County). The Plan includes standards for collections, operations, customer service, and services to County facilities. This Plan is to be followed in addition to all terms of the original Contract and Contract amendments.

II. Collection Standards

Drivers will be responsible for:

- Safe operation of the vehicles in transit and on the route
- Collection of the material
- Quality control at the point of collection
- Proper record keeping
- Truck cleanliness
- Person to person public relations with neighborhood residents while on route
- Clean-up of any spilled materials caused during the collection or transportation of materials

The drivers will stop at each household or enclosure that sets out material for collection. If contamination is observed prior to dumping, the material will be left in the cart and a Customer Communication Tag will be left with the customer describing the contamination and recommended solutions to the problem.

The driver will activate a hydraulic arm and clamp onto each recycle cart. The truck arm unit is designed to avoid damage to the carts. As the cart is being lifted into the truck hopper, the driver will view recycling material as the material is being deposited into the truck hopper through a camera mounted at the top of each truck's hopper body. A camera screen located in the truck cab allows the driver to monitor for any contamination.

The cart will be placed back to the original set-out location and the automated arm is retracted prior to proceeding to the next customer. Extra set-outs of co-mingled recycling materials will be collected by the driver.

Drivers collecting glass recycling will stop at each household or enclosure that sets out material for collection. Drivers will manually pick up the glass bin to place on to the truck's mechanical feature that tips the bin, depositing the glass into the truck hopper. The driver will then place the empty bin in the original set-out location.

When using separate trucks for co-mingled recycling and glass, the driver that arrives first at each household or enclosure will collect source-separated materials set beside or atop the co-mingled carts. Eligible source-separated materials are described in Appendix A of the Contract.

Drivers will use an on-board tablet device, which list the households to be serviced each day in sequential order. The electronic route sheets also list any special customer requirements such as directions or special needs. Drivers will also keep track of how many customers set out their bins on each collection day, via the tablet devices. These statistics are used to track participation, set-outs, tonnage, productivity, mileage, assistance given to team members, and other data. This database is then used to create reports that are contractually required, as well as aiding Driver Supervisors and Managers in managing the drivers and the multifamily recycling program. The statistical information also allows for continuous monitoring of route size and tonnage and aids in ongoing route adjustments.

All materials collected will be transported to West Vancouver Materials Recovery Facility on Old Lower River Road. Each driver will work with the processing facility's staff to ensure minimal contamination. Drivers will spot check each load after dumping and will work with site staff to remove contamination.

III. Potential Operational Disruptions

Contractor and County have identified and evaluated potential operation problems, which could occur. The following outlines several potential operational problems and the solutions.

- a. Vehicle Breakdowns. Should a regularly routed truck break down in the morning or during a route, Contractor will respond immediately by providing the driver with a backup vehicle. Should the spare truck break down, other trucks will be routed to that area as they complete their routes. An equipment maintenance facility located in Clark County has the capability to quickly make all necessary repairs. Additionally, Contractor owns and operates two fully equipped truck service vehicles that allow mechanics to make truck repairs off-site if necessary.

- b. Driver Illness. If a driver became ill on the job, the Driver Supervisor will take one (1) of seventeen (17) swing drivers to the truck on the route and bring the sick employee back to the operations facility and cover the route. In the unlikely event all swing drivers are covering a route, other recycle or delivery truck drivers would help to cover the missing driver. As a third alternative, Driver Supervisors and mechanics are trained and able to complete any route in the County.
- c. Staff Shortages. Staff shortages due to employee illness, injury, vacation, etc., will be handled by maintaining additional relief drivers who are available each morning to cover day-to-day staff shortages. Relief drivers are trained prior to expected shortages and can assist on all routes. These workers are first trained to cover routes in dense, less confusing areas throughout cities and unincorporated areas in Clark County. More experienced drivers may cover more difficult routes. Contractor has a large number of drivers and supervisors with long years of service and detailed knowledge of areas throughout Clark County.
- d. Strike by Union Workers. Workers on recycle and delivery collection routes are covered under present union contract. Contractor has a good working relationship with the Teamsters Union. The current solid waste collection contract is up for renewal in June of 2024. Contractor, acting reasonably, will immediately report any potential union disruptions to County.
- e. Other. See the following Contract Sections for additional operational disruptions and solutions.
 - 3.2.6 Inclement Weather
 - 3.2.8 Missed Collections
 - 3.2.27 Disruption Due to Construction

IV. Customer Service Standards

See Contract Section 3.9 Customer Service Requirements in addition to this Plan.

- a. Customer Service Training. Contractor customer service representatives (CSR) will be trained to answer questions and concerns of any inquiring customers appropriately. New CSRs are given individual training in telephone and customer service procedures for a minimum of three weeks prior to taking a call from customers. Refer to the Customer Service (CS) Manual maintained by the Contractor for specific CSR training information. The Customer Service Manager is to provide the CS Manual upon request from the County.

- b. Call Center. The WCI customer service department is structured as a call center. All phone calls originating from the customer service phone number are placed into a queue to be distributed to the next available CSR on a first-come, first-serve basis.
- c. Online Customer Service. The Contractor maintains a local website that customers can access to receive various information and make online payments. Customers may choose to contact the Contractor through the website's instant messaging system. A customer service email address is also available, and emails are directed to designated employees as well as the Customer Service Manager. Customers may also request bulky-item pick-up service through the RecycleRight application. Online customer activity is monitored throughout each day.
- d. Reporting. A daily report is generated and reviewed by the Customer Service Manager listing every setup, adjustment, change or comment made to all customer accounts. This report is separated by CSR and further by customer and is generated from the billing system, exclusive of the phone system reporting.
- e. Route Communications. The customer service department is also in constant radio contact with each collection route driver and field customer service supervisor. Radio contact allows the CSR to handle customer questions and issues on a timely basis, receiving and giving driver feedback throughout the process, usually while the customer is still on the phone.

Work Orders. A "work order" feature of the customer service and billing system allows all employees to log issues for a particular account with the order date, time, address, and the resolution date and time. Work orders are directed to a specific person or department for immediate follow-up. The Customer Service Manager monitors open work orders for completeness and follow-up.

- f. Invoices. Invoices are detailed, clear, and informative. All charges, fees and taxes are prorated to the exact effective start and stop date. In many cases a customer can have multiple levels of service, types of service, routing, and inventory.

A customer's charges and credits are divided into major sections on the invoice:

- Previous balance and payments
- Garbage service
- Recycling service
- Fees
- Taxes

All charges are itemized and show the quantity, rate and effective from/through period. Charges for extra services (distance, drive in, roll out, access, overweight/overfill) show the rate and quantity for each. Fees and taxes also show the percentage charged.–Customers may choose not to receive paper invoices through the mail. Online invoicing and paperless e-bills are available in an effort to reduce production of paper invoices and to increase ease and flexibility of invoice payments.

g. Rate Changes. Any service rate or fee can be started or stopped at any date and the system will correctly prorate the charge, based on the exact dates, including already billed service. All of the following are controlled by effective dates and can be changed any number of times within a billing period:

- A customer's type of service (size or quantity) for any type of service (garbage, recycling, yard debris)
- A customer's routing information
- A customer's premium service (drive in, roll out)
- A customer' service schedule (weekly, every other week, monthly)
- Taxes
- Invoice messages

V. County Facilities Collection Plan

Contract Section 3.26.2 requires a collection plan be incorporated in the Implementation and Operations Plan, detailing the no cost collection of recyclables from County facilities and parks. The collection plan is as follows:

- County facilities qualifying for no cost recycling service will be identified and included in the County Facility List (Table 1).
- The Contractor shall provide no cost recycling services to the identified facilities.
- New facilities, or facilities previously not identified, can be added to the collection list upon County notification to the Contractor. It is the County's sole responsibility to notify the Contractor of changes to the list.
- Service levels are to be determined based on each individual facilities' needs.

Table 1: List of County facilities and parks.

Account #	Site	Address
878526	Dolle Building	500 W 8th St
878548	Arthur D Curtis Children's Justice Center	601 W Evergreen BV Ste 101
1013839	Youth House	1012 Esther St
963446	Dept. of Corrections	210 W 11th St
878518	Juvenile Center	500 W 11th St
812560	Prosecutor's Office/Domestic Violence	210 E 13th St
878538	Jail Center	707 W 13th St
878539	911 Building Facilities	816 W 13th St
993120	Child Support Services	800 Franklin St #100
851054	CC Info Services	800 Franklin
878550	Info technology	800 Franklin
812575	Franklin Center	1013 Franklin St
812574	Clark County Courthouse	1200 Franklin St
892165	Public Service Center	1300 Franklin St
812573	Public Service Center	1408 Franklin St
863775	Clark County Public Works	1408 Franklin St
878866	Clark County Jail Work	5197 NW Lower River Rd
122245	Vancouver Lake Park	NW Lower River Rd
878561	Public Works Operations	4700 NE 78th St
862907	West Precinct	505 NW 179th St
812642	Central Precinct	11608 NE 149th St
TBD	Frenchman's Bar Park	9612 NW Lower River Road
TDB	Orchards Community Park	9800 NE 54th St.
TDB	78th St. WSU Agriculture Site	1919 NE 78th Street
TDB	Pacific Park	NE 18th St. - between 164th & 172nd Avenues
TBD	Salmon Creek Park	1112 NE 117 th Street

TDB	Daybreak Park	26401 NE Daybreak Road
TDB	Lewisville Park	26411 NE Lewisville Highway
TDB	Moulton Falls Park	27781 NE Lucia Falls Rd.
TDB	Lucia Falls Park	21803 NE Lucia Falls Rd.

APPENDIX C
COLLECTION RATES & FEES
Updated January 1, 2024

Service	January 1, 2024 Rate
Single Family Urban – Every-Other-Week	\$7.33
Single Family Rural – Every-Other-Week	\$7.80
Single Family Urban/Rural – Recycling Processing Surcharge	\$1.07
Multi Family Per Unit	\$4.24
Multi Family Per Unit – Recycling Processing Surcharge	\$0.31
Re-Delivery Fee	\$16.50
Replacement Cart	Cost
Finance Charge	1.0%
Driveway Charge	\$8.95
Carry Out Fees by Distance:	
6-25 Feet	\$1.60
26-50 Feet	\$3.19
51-75 Feet	\$4.80
76-100 Feet	\$6.39
101-250 Feet	\$7.99

APPENDIX E COMPENSATION FORMULA

Updated January 1, 2024

The Compensation Formula is intended to serve as a methodology to distribute the revenue generated from the sales of Recyclables by the Processor to the County, City of Vancouver and Contractor. The Processor is also the designated processor for Recyclables collected under the City of Vancouver Comprehensive Garbage and Recycling Contract. The County acts as administrator for the revenue generated by the sales of Recyclables. On a quarterly basis, the County shall calculate the Compensation Per Ton (CPT), and compensate the Contractor based on the formula described below per Contract Article V Compensation, Collection Rates, and Administrative Fees.

The following formula is utilized to establish net revenue to the County and Contractor per the terms of Article V:

Revenue Per Ton Calculation

Gross revenue retained from sale of Recyclables by Processor

Less: \$40.49 per ton retained (2023 rate)¹

Less: 30% of gross revenue from sale of Recyclable by Processor

Gross revenue from Recyclables less compensation to Processor

Less: revenue from sale Recyclables to City of Vancouver

Net Revenue to County and Contractor

Divided by: Tons collected by Contractor

Revenue per Ton (RPT)

Compensation Per Ton Calculation (CPT)

If the RPT is \$15.00 or less the formula is: $CPT = RPT$

If the RPT is greater than \$15 but less than or equal to \$35 the formula is: $CPT = \$15 + ((RPT - \$15) \times .75)$

If the RPT is greater than \$35 but less than or equal to \$55 the formula is: $CPT = \$30 + ((RPT - \$35) \times .5)$

If the RPT is greater than \$55 but less than or equal to \$75 the formula is: $CPT = \$40 + ((RPT - \$55) \times .25)$

If the RPT is greater than \$ 75 the formula is: $CPT = \$45$

¹ To be updated to reflect 2024 rates in Amendment 8 with the finalization of the contract CCPH Columbia Resource Company MSA Solid Waste HDC.1818.

APPENDIX F

INFLATION ADJUSTMENT FACTOR

Updated January 1, 2024

The Inflation Adjustment Factor (IAF) used in the process of setting each year's price will be calculated using the following formula:

$$IAF = 1 + \left\{ \left[\left(\frac{CPI_y - CPI_{py}}{CPI_{py}} \right) \times 0.88 \right] + \left[\left(\frac{EIA_y - EIA_{py}}{EIA_{py}} \right) \times 0.12 \right] \right\} \times 0.80$$

The new price each year will then be calculated as the following:

$$P_n = (P_{py} \times (1 + IAF))$$

where P_n = New Price; P_{py} = Prior Year Price;

where CPI_y = the first-half annual consumer price index for Urban Wage Earners and Clerical Workers for Seattle-Tacoma-Bellevue for the Current Year, or successor indices;

where CPI_{py} = the first-half annual consumer price index for Urban Wage Earners and Clerical Workers for Seattle-Tacoma-Bellevue for the Prior Year, or successor indices;

where EIA_y = the 12-month average of the Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 measured from July of the prior year to June of the current year;

where EIA_{py} = the 12-month average of the Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 measured from July of two years prior to June of the prior year.

APPENDIX G TRUCK SPECIFICATIONS

Updated January 1, 2024

- I. Single family residential trucks shall, at a minimum, have the ability to hydraulically self-dump carts either with a semi-automated tipper or a fully automated arm.
- II. Multifamily trucks shall have the ability to mechanically dump carts and cardboard cages.
- III. Trucks may have a separate compartment for source-separated glass collection. Contractor may utilize separate trucks for collection of co-mingled recycling and glass.
- IV. A storage compartment for oil, antifreeze, and household batteries is required on all trucks except frontload cardboard trucks and delivery trucks.
- V. Collection trucks shall be compliant with state and federal diesel emissions requirements.
- VI. Collection trucks shall be equipped with backup cameras.
- VII. Collection trucks shall use re-refined motor oil unless the use of re-refined motor oil voids manufacturer warranty.
- VIII. Collection trucks shall have sufficient capacity to service customers.

APPENDIX H CART AND BIN SPECIFICATIONS

Updated January 1, 2024

- I. All customer carts will have a minimum capacity of 96 gallons. Customers may request additional carts or alternative sizes.
- II. Single family glass bins shall have a minimum volume capacity of 11 gallons and a maximum volume capacity of 18 gallons for all service areas.
- III. Multifamily glass bins shall have a minimum volume capacity of 65 gallons. Customers may request additional carts or alternative sizes.
- IV. Single family glass bins are to be a rectangular shape.
- V. Carts and glass bin walls are constructed with a minimum wall thickness of 100 mils or 0.1 inch.
- VI. Carts and glass bin materials shall:
 - A. Be made of High Density Polyethylene (HDPE).
 - B. Use UV stabilizers to prevent material breakdown and color fading.
 - C. Consist of not less than 30% post-consumer plastic resins. Post consumer resins are defined as plastic products that have been used by consumers and have been recovered. This requirement does not include post-industrial resin sources. Post consumer resin content must be verified by receipts from plastic recycling and processing firms.
 - D. Shall be made of seamless, molded plastic.
 - E. Carts and bins shall be hot stamped on to two sides and with messages and/or artwork selected and furnished by Clark County. Carts utilized for Urban and Cities Service Areas and the Rural Service Area shall include lids with in-molded graphics approved by Clark County. Carts utilized for Multifamily customers shall include lid stickers or equivalent.
 - F. The County shall select colors from available color sheets.
- VII. Carts and glass bins shall withstand temperature extremes of -25°F to 110°F throughout the warranty period.
- VIII. Multifamily cardboard containers shall be front-loading steel containers with expanded metal or wire mesh front sections with a wide opening across the top, permitting the contents to be seen and flattened cardboard to be placed inside without raising the container lid.

APPENDIX K

CONTAMINATION REDUCTION PLAN FOR RECYCLABLES

Updated January 1, 2024

I. Introduction

Clark County's Contamination Reduction Plan (CRP) is carried out by Waste Connections of Washington (WCW) to address contamination from scheduled collection of source-separated materials within unincorporated Clark County, Battle Ground, La Center, and Yacolt, and through coordination and agreement for the Cities of Camas, Ridgefield, Vancouver, and Washougal. The purpose of this program is to reduce contaminants found in recycling from residential single-family and multifamily customers.

WCW and the County shall annually review and update the CRP to ensure that contamination issues are addressed promptly, fairly, and consistently for all residents. Proposed improvements will be based on data, feedback, and regional/state goals to reduce improperly prepared and non-target materials and other contaminants found in recyclables collected for processing at the materials recovery facility (MRF). WCW and County staff will propose any desired changes to the CRP no later than the fourth quarter of each year of the term of the Contract, and any additional extensions. WCW and County shall mutually agree upon changes to the CRP by December 31 for the following calendar year.

Some aspects of the CRP may differ slightly from recycling contamination strategies adopted by other jurisdictions and programs in Clark County, but it is expected for WCW and the County to collaborate with partner jurisdictions on delivering consistent monitoring and messaging to improve household recycling behaviors countywide.

II. Proactive Recyclable Material Quality Assurance Measures

WCW will communicate with residential customers about the quality of source-separated materials expected from the MRF while adhering to Processing Standards that address contamination coming off the line. Local partners will also ensure material quality for recycling by aligning these messages with consistent, regional best management practices. This includes color-coded carts and containers that are properly labeled. Customer service representatives will provide to new and current customers an overview of accepted recyclables, the RecycleRight app, and signing up for service alerts when appropriate. New customers will receive a detailed service guide including accepted materials for recycling, program information, and guidance on material preparation and set out. Brochure(s) and other printed communications will include program information on targeted materials, top contaminants to keep out of carts, and other service-related information such as set-out time and cart placement.

Education Pieces and Activities - developed in collaboration with the County, WCW, and regional partners:

- Recycle guide(s)
- Decals and in-mold graphics with program details
- Color-coded receptacles
- Cart tags
- Annual fall recycling newsletter including pictorial reference guide, common contaminants, and pertinent program updates
- Advertising in local media publications such as Messenger, Reflector, Post Record, and/or The Columbian
- Social Media posts, videos, or any other media addressing recycling education
- Websites
- Bill Inserts
- Staff participation and outreach at events such as Home and Garden Idea Fair, Recycled Arts Festival, Old Apple Tree Festival, Watershed Festival, Sturgeon Festival, Farmers Market, RecycleU classes, facility tours, and neighborhood or other meetings
- Translations of key materials and Transfer Station signage, as deemed necessary by WCW or at the direction of the County
- Annual WCW work plans to identify tasks specifically related to contamination reduction and outreach

All print and digital materials and any other communications provided to customers by WCW will be approved in advance by the County. All communications will be designed to reach all customers, including diverse populations with language and/or cultural barriers, if possible. The County may elect to assist WCW with development of promotional material as staff time allows, otherwise, WCW shall be responsible for all development and design, and subject to County approval.

III. Ongoing Cart Tagging Process for Direct Outreach to Single-Family Households

Cart inspections will be conducted within designated jurisdictions for the term of the contract to identify highly contaminated routes by: A) drivers, as duties allow, and B) Recycling Advocates. A minimum target of 5,000 lid lifts of the County's curbside recycling customers will be completed each year. Recycling Advocates, also referred to as Cart Taggers, are the primary staff for running the year-round inspection program. WCW is required to employ one (1) Recycling Advocate for the County's contract, and one (1) Recycling Advocate for the City of Vancouver's contract, each at full-time employment (FTE). The County's contract This includes planning and data analysis functions with minimal impact on the Education Team's duties. It is acceptable to have both FTEs working full days in the City of Vancouver and Clark County so that all jurisdictions benefit equally from the combined efforts.

A. Cart Tagging Process for Residential Route Drivers

Recycling drivers will continue to tag carts with more than *de minimis* volumes of contamination upon visual observation when approaching the cart or in the process of tipping it. Carts with hazardous material will receive a tag and not be tipped. These observations will be reported in route notes and reviewed by the Cart Tagging Team (CTT) for appropriate follow-up. Recycling Advocates may tag and turn around carts with egregious contamination to signal to drivers that the cart should not be tipped. If route notes indicate necessary actions such as, “inspect before tipping,” “leave a ‘2nd warning’ tag,” or “leave a ‘no collect’ tag,” the driver will follow instructions accordingly. Drivers, CTT and/or CRC staff at West Van observing route deliveries may coordinate to reach areas or routes that are more problematic to assist with targeted outreach and inspection scheduling.

B. Cart Tagging Process for Education Team (Single-Family) and Progressive Response

The CTT will use the single-visit approach to tag contaminated carts and inform the customer of the type of contaminant found, request for removal, and where to learn more about recycling or disposal.

Highly contaminated routes identified by the CTT and/or drivers may be selected to implement the four-visit approach. A customer may receive up to four successive warning tags with clear direction of next steps:

Tag	Action Taken	Responsible Party	Timing
First	<ul style="list-style-type: none"> • Cart is serviced • Recycle guide sent to customer's address 	Recycling Advocates	Within 24 hours
Second	<ul style="list-style-type: none"> • Cart is serviced • Personalized contamination notice sent to customer's address (also sent via email if available) 	Recycling Advocates	Within 24 hours
Third	<ul style="list-style-type: none"> • Cart is serviced • Phone call to customer 	Recycling Advocates	Day of tag

	<ul style="list-style-type: none"> • Inform County staff if unable to reach customer 		
Fourth	<ul style="list-style-type: none"> • Cart not serviced • Contact County staff with customer notes • Phone call to customer 	Recycling Advocates, County staff	Day of tag / Within 24 hours

Deliverables: CTT will track (subject to change):

- Customer account number
- Recycle cart set out at the curb or not
- Contaminant/s observed based on an agreed upon list of items
- Glass bin set-out and contamination observed
- Oil and antifreeze set-out and if it is set out correctly
- Batteries set-out and if it is set out correctly

The CTT may also work with CRC at West Van Transfer Station on contaminated loads that come in. Visual inspections of loads arriving at the processing center may take place each quarter for route-specific targeted education.

IV. Ongoing Cart Tagging and Outreach to Multifamily Complexes and their Residents

A. Cart Tagging Process for Multifamily Route Drivers

Drivers will tag heavily contaminated carts or containers and leave it with the property manager while on site. If the manager is not present, the driver will enter findings into the account notes and may radio into dispatch or contact the Multifamily Educator. Dispatch will notify CTT to contact the customer and offer an on-site visit to provide technical support. The property manager will be required to either remove the recycling contamination or have the cart/container(s) disposed of as garbage, which may result in return trip fees and/or extra service charges.

B. Cart Tagging Process and Other Activities for Education Team

The Education Team's Multifamily (MF) Educator will address contamination and cart tagging at multifamily complexes in coordination with CTT and County staff during November through February. A minimum target of 1,500 tenants will be reached each year. Highly contaminated routes identified by drivers and/or staff will receive a multi-visit inspection by the MF Educator and CTT:

Visit	Action Taken	Responsible Party
First	<ul style="list-style-type: none"> • Visual lid-lift observation 	RAs
Second	<ul style="list-style-type: none"> • Tenant interaction via door tag, MF bag, etc. 	RAs
Third	<ul style="list-style-type: none"> • Visual lid-lift observation 	RAs

If a property has continued contamination in their cart/container(s) after being charged for extra garbage pickup, then the Education Team will work with the property to develop a site-specific outreach effort. Outreach may include tenant/staff presentations, door tags, temporary lobby recycling display, recycling kits, and ice cream socials to further interact with tenants.

CTT will also assess recycling enclosure areas for best management practices as part of annual inspections:

- Clearly labeled, 95-gallon, blue recycle carts, and/or wheeled dumpsters with lids(s)
- Clearly labeled cardboard cage(s)
- Clearly labeled, 65-gallon, green glass recycle carts

Carts will be swapped out and labeled correctly, if necessary, and new enclosure signs will be delivered or installed during a site visit with approval of on-site property manager(s) or owner(s).

V. Data Analysis and Evaluation

The CTT will submit quarterly reports of high-level outcomes of the program. In the fourth quarter, CTT or other WCW staff will submit an end-of-year report that summarizes findings, outcomes, mean trend analysis, and provide program recommendations. The final report may compare program results against the CRC Recycling Commodity Allocation Study and/or the residual analysis study to inform CRP updates.

APPENDIX L

EDUCATION AND OUTREACH PLAN

Updated January 1, 2024

I. Introduction

The Contractor in coordination with the County, shall design, prepare, and implement a commercially reasonable public information and education program in accordance with County graphic standards and public information guidelines and must be approved by the County prior to public distribution. The public information and education program shall attempt to: educate people to understand the value of reducing waste; show people other convenient and less costly ways of dealing with waste; and teach people how to reduce and recycle at home, at work, and in their communities. The success of the public information and education program shall be measured by the degree to which Customers measurably increase their awareness and begin to practice waste reduction and recycling. At a minimum, the components described in the following paragraphs of this Appendix are required of the Contractor.

The public information and education program shall familiarize people with essential waste reduction and recycling concepts; explain the benefits of recycling; explain the purpose and the manner of the Program; show the convenience of the whole range of recycling opportunities in the County/Cities (both existing and those developed in the future) including Multifamily recycling, yard debris recycling, home composting, drop-off stations, buy-back operations, local events, and charity drives; and outline how those interested can obtain further information about these programs. County/Cities literature shall be prepared in consultation with the Contractor; provided, however, that all costs associated with the printing, production and distribution of such literature shall be the sole responsibility of the County or the applicable City.

The Contractor shall be responsible for its own printing, production, and distribution costs. The public information and education program shall be consistently presented throughout the County/Cities as applicable and, except as otherwise provided herein, shall be at the cost of the Contractor. Publicity for the public information and education program must emphasize all materials to be collected. Activities shall include reasonably assisting the County in Service Area-wide publicity; attending interviews scheduled with the media and attending scheduled meetings with representatives of the solid waste and secondary materials management industries, all to explain the Program. The County/Cities may supplement the Program with newsletters and other means of communicating with the public; provided, however, that all costs associated with the printing, production and distribution of such supplemental newsletters and other means of communicating shall be the sole responsibility of the County or the applicable City. The content of all written materials is subject to the review and approval of the County/Cities as applicable. In short, the publicity shall provide Customers with the information they need to incorporate waste reduction and recycling into their daily lives. To foster market development for recycled products and raise public awareness, all Program communications shall be printed on recycled paper.

II. Recycling Coordinator Duties

The Recycling Coordinator shall provide assistance (staff time or material) as reasonably required and requested by the County with respect to public information, education, and promotions for designing, printing, and distributing/ mailing print material and for conducting presentations at schools, neighborhood association meetings, and special events as assigned. The Recycling Coordinator is required to do presentations with or without County staff support. The Recycling Coordinator shall be knowledgeable with respect to specific Program material and general solid waste and recycling/waste reduction issues.

The County and the Contractor shall prepare and mutually authorize an annual workplan detailing those duties the Recycling Coordinator is authorized to budget toward the Contract. The amount time budgeted by the Contractor for the Recycling Coordinators to complete their duties is, at a minimum, to be equivalent to that of a one and one-half (1.5) full-time employee (FTE). See Contract Sections 3.8.1 and 3.8.2 for reporting requirements.

III. Recycling Advocate Duties

Recycling Advocates address recycling contamination by conducting lid-lift inspections of residential recycling carts and containers to provide customer specific contamination feedback and follow-up. Recycling Advocates serve as the primary resource for undertaking this ongoing inspection and feedback effort (including planning and data analysis functions) with minimal impact on Recycling Coordinator duties. Duties are performed along routes outside the jurisdiction of the County and along County routes so that all jurisdictions benefit equally from the combined efforts. The amount of time budgeted by the Contractor for a Recycling Advocate on the Education Cart Tagging Team is at a minimum to be equivalent to that of one (1) full time employee (FTE). See Contract Sections 3.8.1 and 3.8.2 for reporting requirements.

IV. Promotions

- a. Informative Brochure. The Contractor shall prepare, print, mail (or deliver as applicable) and keep current an informational Program brochure that describes pertinent Program information and all solid waste and recycling services available to County residents. The Program brochure shall explain: the operation of the Program; material preparation procedures; the garbage/recycling rate structure; inclement weather and holiday collection procedures; special disabled service; and the benefits of waste reduction and recycling. The Contractor shall submit the Program brochure to the County for approval prior to printing.
- b. Schedule. A specific schedule for the public information and education campaign shall be developed by the Contractor and approved by the County for materials to

be printed and delivered to each Single-Family Residence, highlighting any changes to the Program.

- c. Website. The Contractor shall maintain webpages for the public information and education program.

V. Ongoing Information and Education Efforts

The ongoing public information and education program shall be designed to increase public participation in waste reduction and recycling throughout the length of the Contract and include elements addressed in Section IV. "Promotion" of this Appendix. Activities will be designed to maintain continued citizen use of existing recycling facilities and maximize participation in the Program.

- a. Newsletter. The Contractor shall keep the public informed of the Program and encourage participation through newsletters to be updated and distributed at least annually.
- b. Evaluation. The Contractor and County shall, on an annual basis, evaluate the effectiveness of the public information and education campaign. The evaluation method shall track, at a minimum, the degree to which residents measurably increase their awareness of waste reduction and recycling and of other programs available in the County; fluctuation in recycling volumes and participation corresponding to promotional pushes; and overall increases in participation and volumes.

VI. Coordination Meetings

If requested by the County, the Contractor shall attend and participate in monthly meetings.

VII. Storage Space for Educational Materials

The Contractor at its own expense shall provide a location for the storage of education materials utilized to promote this program. The Contractor, in coordination with the County, will determine the necessary storage requirements. The Contractor shall make the storage space available to the County for storage of education materials associated with Contract.

VIII. RecycleRight Application

The Contractor shall fund one (1) quarter of the annual fee for the RecycleRight application.

Certificate Of Completion

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Jason Hudson

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Division Vice President

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Amanda Migchelbrink

Amanda.Migchelbrink@clark.wa.gov

Deputy Prosecuting Attorney

Security Level: Email, Account Authentication
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Kristin Phillips

Kristin.Phillips@clark.wa.gov

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Kathleen Otto

Kathleen.Otto@clark.wa.gov

County Manager

Clark County

Security Level: Email, Account Authentication
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Completed	Security Checked	8/29/2023 12:56:25 PM
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How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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Town of Yacolt Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Mayor Listek

Group Name: Staff

Address: 202 W. Cushman St.

Phone: (360)686-3922

Yacolt, WA 98675

Email Address: mayorlistek@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Appoint Finance Committee Member

Proposed Meeting Date: October 9, 2023

Action Requested of Council: Appoint a Council Member to the Finance Committee

Proposed Motion: "I move we appoint _____ as Finance Committee Member of the Town of Yacolt for the next 6-month term, ending in April, 2024."

Summary/ Background: Yacolt's Finance Committee is appointed from and by the Town Council to review the Town's finances, particularly all bills before they get paid. Every 6 months, the position rotates to another Council Member. Former Council Member Beck had served on the Committee since January of this year. Since he resigned in June, all Council Members have been taking turns reviewing accounts payables, including Finance Committee member Kandi Peto, who has been serving on the committee since July. We now need to rotate another Council Member onto the Committee to join Ms. Peto. Council Members currently available for this position are Ian Shealy, Craig Carroll, and Ronald Homola.

Staff Contact(s): Mayor Katelyn Listek

mayorlistek@townofyacolt.com

(360) 686-3922