



MINUTES
SPECIAL MEETING
December 23, 2010, 9AM
CITY COUNCIL CHAMBERS, CITY HALL
29592 ELLENSBURG AVE
GOLD BEACH, OR 97444

Mayor James Wernicke called the meeting to order at: 9:03 AM

1. The pledge of allegiance

2. Roll Call:

	Present	Absent
Mayor James Wernicke	X	
Council Position #1 Jeff Crook	X	
Council Position #2 Larry Brennan	X	
Council Position #3 Brice Gregory	X	
Council Position #4 Doug Brand		X
Council Position #5 Tamie Kaufman	X	
City Administrator Ellen Barnes	X	
Student Liaison Alayna Brand		X

3. Special Orders of Business:

There were no special orders of business scheduled.

4. Consent Calendar

There were no consent calendar items scheduled.

5. Citizens Comments

There were no Citizen comments from the audience presented to the Mayor

6. Public Hearing

There were no public hearings scheduled

7. Citizen Requested Agenda Items

There were no citizen requested agenda items.

8. Public Contracts and Purchasing

There were no public contracts or purchasing items scheduled.

9. Ordinances & Resolutions

- a. **R1011-16, a resolution to approve rescheduling the Monday, January 10, 2011 City Council meeting to Tuesday, January 11, 2011**

The Mayor read the title of R1011-16. Councilor Brice Gregory asked why the meeting was being rescheduled. Everyone laughed. Councilor Gregory said he wanted it on the record that it was for the Ducks BSC game.

MOTION:

Councilor Larry Brennan made a motion to approved Resolution R1011-16. Councilor Brice Gregory seconded the motion.

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

Record of Vote	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	X		
Council Position #4 Doug Brand	absent		
Council Position #5 Tamie Kaufman	X		
MOTION CARRIED UNANIMOUSLY			

Discussion about the meeting rescheduling and the purpose. City Administrator, Ellen Barnes commented that the resolution was actually a model ordinance that had been posted by the League of Oregon Cities because several other cities were moving their meetings too.

b. Household hazardous waste IGA amendments

There were two minor changes to the household hazardous waste Intergovernmental Agreement. CA Barnes explained the changes: the City of Brookings is now participating, and the County outlined the fee structure. She did not feel the changes were substantial.

Councilor Tamie Kaufman asked how this would affect the franchise with Curry Transfer and Recycling. Barnes said it shouldn't affect it at all, but that she would clarify that with CTR. Councilor Brennan said his understanding was CTR was part of the process.

CA Barnes requested a motion to allow the Mayor to sign the amended agreement.

MOTION:

Councilor Jeff Crook made a motion to allow the Mayor to sign the Household Hazardous Waste IGA as amended. Councilor Larry Brennan seconded.

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

Record of Vote	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	X		
Council Position #4 Doug Brand	absent		
Council Position #5 Tamie Kaufman	X		

MOTION CARRIED UNANIMOUSLY			
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- 10. **Miscellaneous Items (including policy discussions and determinations)**
There were no miscellaneous items scheduled.
- 11. **City Administrator's Report**
Happy Holidays.
- 12. **Mayor and Council Member Comments**
 - a. Mayor James Wernicke
The Mayor wished everyone Happy Holidays and reminded all that the January meeting was now officially scheduled for the 11th.
 - b. Councilors
 - 1) Jeff Crook
Councilor Crook wanted to wish his son an official City Council Happy Birthday since his birthday was the 23rd. Happy Holidays to all.
 - 2) Larry Brennan
Thanked staff for the fun Holiday Potluck. Happy Holidays
 - 3) Brice Gregory
Happy Holidays
 - 4) Doug Brand
ABSENT
 - 5) Tamie Kaufman
 - c. Student Liaison, Alayna Brand
ABSENT
- 13. **Citizens Comments**
There were no citizen's comments.
- 14. **Executive Session**
There was no Executive Session.

The next regularly scheduled meeting of the Gold Beach City Council is Monday, January 11, 2011, at 6:30PM in the Council Chambers of City Hall, 29592 Ellensburg Avenue, Gold Beach, Oregon

MOTION:
Councilor Jeff Crook made a motion to adjourn the meeting. Councilor Brice Gregory seconded.

Mayor Wernicke called for discussion or debate, hearing none, he called for the vote.

Record of Vote	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	X		
Council Position #4 Doug Brand	absent		
Council Position #5 Tamie Kaufman	X		

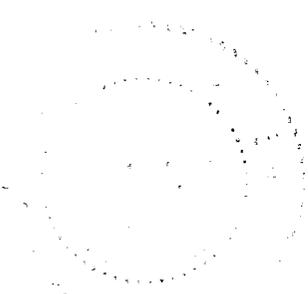
MOTION CARRIED UNANIMOUSLY			
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15. Adjourn Time: 9:11

APPROVED BY THE CITY COUNCIL

11/11/2010
DATE

Jodi Britts
Jodi Britts, City Recorder





Amended

AGENDA
SPECIAL MEETING
December 23, 2010, 9AM
CITY COUNCIL CHAMBERS, CITY HALL
29592 ELLENSBURG AVE
GOLD BEACH OR 97444

Call to order: Time: 903

1. **The pledge of allegiance**

2. **Roll Call:**

	Present	Absent
Mayor James Wernicke	X	
Council Position #1 Jeff Crook	X	
Council Position #2 Larry Brennan	X	
Council Position #3 Brice Gregory	X	
Council Position #4 Doug Brand		X
Council Position #5 Tamie Kaufman	X	
City Administrator Ellen Barnes	X	
Student Liaison Alayna Brand		X

****NOTE:** *If you would like to address this Governing Body, please present a completed "Business from the Audience" request to the Mayor at this time. Your request will be added under the CITIZEN COMMENTS section of our agenda. Comments and participation from the audience will be limited to 5 minutes without redundancy.*

3. **Special Orders of Business:**
None scheduled

4. **Consent Calendar**
None scheduled

5. **Citizens Comments**
Citizen comments from the audience as presented to the Mayor

6. **Public Hearing**
There are no public hearings scheduled

7. **Citizen Requested Agenda Items**
None scheduled

8. **Public Contracts and Purchasing**
None Scheduled

9. **Ordinances & Resolutions**
 - a. R1011-16, a resolution to approve rescheduling the Monday, January 10, 2011 City Council meeting to Tuesday, January 11, 2011

Good Afternoon

Please see below e-mail from Oubonh White – Assistant County Counsel. If you are okay with the changes please let me know as soon as possible.

Thanks so much

Cheryl

From: Oubonh White
Sent: Monday, December 20, 2010 10:13 AM
To: Cheryl Westgaard
Subject: changes HHW IGA

As you are all aware, Coos County is currently working on obtaining final signatures on the Household Hazard Waste Intergovernmental Agreement implementing the HHW Plan. The need for two changes have come to Coos County's attention; as the IGA has not been completely executed by all the parties rather than amending an unexecuted agreement we will simply replace the effected pages in the original IGA. **Please confirm by return email that your municipality is aware of the changes and have no objection to the County simply replacing the pages in the original and copies of the IGA** you each will receive upon final execution by Curry and Coos Counties. The changes are as follows:

- 1) The City of Brookings received final approval and will be added as party in the first paragraph on pg. 1 and in the definition of Parties in Section 2.1 on pg. 3 as well as on the signature page at the end of the IGA.
- 2) To comply with a Curry County ordinance, rate increases cannot go into effective more than once a year (last increase in tipping fees took effective on July 1, 2010), as such the effective date of the fee increases must be changed to July 1, 2011. As before, each municipality can hold their hearings whenever needed for each party (Curry will actually have the hearing in January when the IGA is executed by them) however the rate cannot go into effect until July 1, 2011. Thus, the May 1st date contained in Section 6.1, 6.3, and 6.3.1 on pages 7 and 8 will be changed to July 1, 2011.

Thank you all very much for your cooperation in getting this project off the ground! We're hoping you will all have copies of the final executed IGA in hand by February.

Oubonh P. White
Assistant County Counsel
Coos County Office of Legal Counsel
(541) 396-3121 Ext. 215
owhite@co.coos.or.us

* 12/13 Packet *

Good Morning,

Attached, please find the final HHW-IGA for all cities that have approved the Coos-Curry HHW Management Plan and agreed to sign on with the IGA.

Oubonh White – Coos County Assistant County Counsel has revised the IGA to include

- 1.) First paragraph incorporates all the cities and counties who have approved the HHW plan
- 2.) Section 2:10 revised the definition of parties to include cities or agencies who may wish to join later
- 3.) Section 6:10 revised the increase of disposal rate set at \$3.27/ton and deleted approximate pass through costs to each user since these amounts vary. (The franchise hauler and transfer stations will set their prices accordingly at the \$3.27/ton using the formula that they always use for setting prices. We just took out the \$0.28 per 1-32 gallon can since the garbage companies have so many different sizes of containers.) Also in paragraph 2 of section 6:10 – added the approval of the governing body of each party in addition to the consensus of the Steering Committee for any decrease or increase in the initial rate
- 4.) Section 8 revised to include a fee set by the Steering Committee for residents of cities or agencies who are not parties to the IGA for the use of the permanent facility and collection events. Also added is sentence permitting other agencies to enter into the agreement by amendment at a later time.
- 5.) Signature page

I would like to move forward on getting signatures on this HHW-IGA as soon as possible. We will have one original IGA – so I will need to set dates and times with all of you to obtain your signatures. I will then need to get this agreement back to the Boards of Commissioners for their signatures and then file with the County Clerk. Also this is just a reminder that we all will need to increase our franchise fee schedules no later than May 1, 2011. The franchise haulers will set the fees according to the \$3.27 tipping fee.

We have applied for a \$95,000 grant to help with construction to build the HHW facility at Beaver Hill. We will need to make sure that we have the IGA signed and the increase in fees set in place to be eligible for being awarded the grant monies.

Thank you for your support in this project.

Wishing you and your families a wonderful Thanksgiving Day.

Cheryl

Cheryl Westgaard
 Business Operations Manager
 Solid Waste Department
 Coos County
 250 N. Baxter
 Coquille, OR 97423
 1-541-396-7310
cherylw@co.coos.or.us
<http://www.co.coos.or.us/solidwaste/dwt>

12/13/2010 COOS COUNTY
 9. ORD/RESOLUTIONS
 HOUSEHOLD HAZARDOUS
 WASTE

**INTERGOVERNMENTAL AGREEMENT
FOR IMPLEMENTATION OF THE COOS AND CURRY COUNTIES
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT PLAN**

This Intergovernmental Agreement is made and entered into on the date last set forth below by and between Coos and Curry Counties, political subdivisions of the State of Oregon acting by and through their respective Board of Commissioners and the Cities of Bandon, Coos Bay, Coquille, Gold Beach, Myrtle Point, and Port Orford acting by and through their respective elected officials, city managers or administrators; collectively referred to herein as "Cities."

Recitals

WHEREAS, it is in the interest of public health, safety and the environment to provide alternatives to disposal of hazardous waste generated by households, conditionally exempt small quantity generators (CEGs); and

WHEREAS, Coos County and Curry County and Cities jointly prepared, and, subsequently each County adopted in the year 2008, a Household Hazardous Waste Management Plan; and

WHEREAS, the State of Oregon has declared it a matter of statewide concern to promote intergovernmental cooperation for the purpose of furthering economy and efficiency in local government; and

WHEREAS, counties and cities have the authority pursuant to ORS chapter 190 to enter into intergovernmental agreements to provide services and facilities through the joint and cooperative exercise of powers, privileges and authority; and

WHEREAS, these Counties and Cities desire to enter into an agreement regarding their respective rights and obligations as between themselves; and

WHEREAS, Coos County and Curry County, and the individual Cities desire to enter into this Intergovernmental Agreement for the purpose of setting forth their mutual agreements and undertakings by which they will cooperatively undertake to finance, acquire, construct and operate the Household Hazardous Waste Program;

NOW, THEREFORE, in consideration of mutual undertakings and agreements contained herein, the Parties hereto agree as follows:

1. **PURPOSE.** The purpose of this Intergovernmental Agreement (IGA) is to establish and implement a workable program to provide for the collection and proper management of common hazardous wastes from households and CEGs,

and agricultural activities, collectively referred to as "HHW Collection", throughout the cities and counties of the Parties.

2. DEFINITIONS OF TERMS. For the purposes of this Intergovernmental Agreement, all other terms used in this Agreement, future contracts and Steering Committee decisions shall have the meanings as specified in the Household Hazardous Waste Management Plan, dated March 28, 2008 and adopted by Coos County and Curry County in the year 2008.

2.1 Administrative Expenses means expenses reasonably incurred by the Lead Agency as a consequence of fulfilling its responsibilities, authorities and duties described in this Agreement. Examples include staff time, legal expenses, contractor expenses, copying/duplication, and other necessary services associated with activities including development of this Agreement, selection of contractors, construction management/oversight, and contract management.

2.2 Collection Facilities means the occupied area, buildings, roadways, parking lots, temporary and permanent structures, fences, gates, drainage facilities and related appurtenances constructed and used exclusively for the collection and storage of hazardous waste from households and conditionally exempt generators, as well as agricultural pesticide wastes, prior to collection and final disposition by a Household Hazardous Waste Contractor(s).

It also includes any reference to "permanent collection facility" and "satellite collection event" as referenced in the adopted Household Hazardous Waste Management Plan and this Agreement.

2.3 Construction Costs means the actual or anticipated costs, including designs therefore, for construction of a permanent collection facility, including but not limited to permitting and acquiring other regulatory approvals, clearing, grading, paving, preparing access roads and parking areas, concrete work and foundations, buildings, roofing, fencing, signs, phone, electrical, landscaping, rubbish containers, security alarm, and other appurtenances thereof.

2.4 Household Hazardous Waste Contractor(s) means a licensed and permitted waste management firm(s) hired under contract to construct and/or operate Collection Facilities, provide collection services, and/or properly manage, transport and/or dispose of the collected wastes.

2.5 Household Hazardous Waste Management Plan (Plan) means the Plan, dated March 28, 2008, that has been adopted by Coos County and Curry County, and Cities.

2.6 Household Hazardous Waste Program means the services described

in the adopted Household Hazardous Waste Management Plan, including the provision of a permanent collection facility and satellite collection events for household hazardous waste, hazardous waste from conditionally exempt generators, and waste agricultural pesticides.

2.7 Household Hazardous Waste Program Fund means a dedicated fund, managed by the Lead Agency, from which monies may only be used for the implementation of the Household Hazardous Waste Program.

2.8 Member means a representative of a Party to this Agreement, who serves on the Steering Committee and has an official vote.

2.9 Operating Costs means the actual or anticipated costs incurred in the operation of Collection Facilities, subsequent to the construction of said facilities, including but not limited to: site attendance, clerical work, administration, auditing, facilities maintenance, advertising and publicity, insurance, bonding, utilities, electrical, payments to contractors, disposal fees and costs for Household Hazardous Wastes or any other wastes, and any other operational purposes.

2.10 Parties mean Coos County, Curry County, Cities of Bandon, Coos Bay, Coquille, Gold Beach, Myrtle Point, Port Orford, and any City or Municipality that may enter into this Agreement by written amendment at a later date. Party means any one of the Parties to this Intergovernmental Agreement.

3. LEAD AGENCY. Coos County will assume the role as Lead Agency for the management and implementation of this Plan. The Lead Agency will provide a voting Member of the Steering Committee.

3.1 Responsibilities of Lead Agency. Coos County, through its designated representative, shall be responsible for the day-to-day administration of the Household Hazardous Waste Program, with advice by the Steering Committee.

3.2 Authority and Duties of the Lead Agency. The Lead Agency will be responsible for the following:

- (a) Determining processes for selecting contractors and conducting public procurement processes.
- (b) Negotiating contracts and/or leases for services (including both construction of facilities and operations).
- (c) Administering the contracts for services, including oversight of the contractor(s) to ensure full compliance.

- (d) Reviewing contractors' invoices, paying the contractors, and settling any disagreements regarding compensation.
- (e) Maintaining accounting records of revenues, expenses and funds available.
- (f) Managing the development of an annual budget.
- (g) Managing the hiring, training and maintenance of staff and volunteers.
- (h) Keeping required records.
- (i) Coordinating meetings of the Steering Committee and providing a Chair of the Steering Committee.
- (j) Obtaining advice from the Steering Committee for the annual program budget, any limits on program participation, decisions regarding the implementation and requirements of pre-registration for collection services, scheduling and location of collection services, any user fees charged to residents desiring to use collection facilities at times other than regularly-scheduled collection events, and of other classes of users desiring to participate in collection services in excess of participation limits imposed for the purposes of annual budgeting.
- (k) Coordinating the education and outreach activities either directly or overseeing the activities of the contractor.
- (l) Requiring that the contractors comply with all relevant regulations.
- (m) Maintaining ownership of the collection facility through the initial five years of operation.
- (n) Being responsible for applying for and administering current and future grants and other funding sources for the Household Hazardous Waste Program.

3.3 Contract Authorization. Coos County, as Lead Agency, advised by the Steering Committee, is hereby authorized to enter into contracts for the provision of regional services, as described in the Household Hazardous Waste Management Plan, on behalf of all Parties. The contract(s) shall include provisions for the construction of a permanent collection facility and for HHW Collection. Such contract(s) shall include, at a minimum:

- (a) The contractor must indemnify and hold harmless all IGA Parties against liability for the provision of all services including operation of the

collection facility and events, storage, transportation, and off-site processing and/or disposal of all materials;

(b) Insurance requirements, including that the Contractors' certificates of insurance must name each Party of this IGA as an additional insured;

(c) Requirements for storage, transportation, manifesting, waste removal, waste disposition, and record keeping, including that all waste be transported by licensed transporters to permitted processing and/or disposal facilities;

(d) Identification of the waste "generator" (responsible for signing manifests) of all hazardous wastes accepted by the Contractor at the site(s);

(e) Standards for accounting, billing, compensation, and reporting, including the development of an annual program report and a requirement that the Contractor supply complete manifest documentation for all hazardous wastes received and transported through and including final disposal;

(f) Contractor not assign any rights nor subcontract any of his/her obligations without the prior written consent of the Lead Agency; and

(g) Contractor will perform any agreement as an independent contractor with complete control over his/her employees, agents and operations.

4. COMPENSATION FOR LEAD AGENCY.

Lead Agency administrative expenses will be reimbursed from the Household Hazardous Waste Fund. The administrative expenses will be reimbursed at the rate of 10% of total annual Household Hazardous Waste Funds collected.

5. STEERING COMMITTEE ESTABLISHED. A Steering Committee shall be established to make recommendations to the Lead Agency and advise on the implementation of the Plan. Each Party to this Agreement may designate a representative to serve as their voting Member of the Steering Committee.

In addition, the Steering Committee shall contain one representative from the Oregon Department of Environmental Quality (DEQ) as a non-voting member.

5.1 Responsibilities of the Steering Committee. Responsibilities shall include:

(a) Establish bylaws and procedures.

(b) Participate in contractor selection.

(c) Review and advise the annual program budget. This may include recommendations regarding how much money to maintain in reserve/contingency funds, as well as any limits on the number of household, CEG, and/or agricultural pesticide users, if needed in order to control costs. The Steering Committee may also recommend to shift educational efforts and/or impose participation limits if program evaluation reveals that certain categories of users are "over-using" the system and inequities (for example, between counties) are developing.

(d) Review and advise regarding pre-registration requirements, hours and days of operations, and coordination of promotional activities.

(e) Review and advise user fees (if any) charged to waste generators who use the facilities in-between regularly-scheduled collection days, or who desire to use collection services in excess of participation limits established by the Steering Committee and/or described in the Household Hazardous Waste Management Plan.

(f) Review the contractor's annual report and reimbursement schedules.

5.2 Recommendations of the Steering Committee. Recommendations made by the Steering Committee regarding review and approval of program budgets, participation limits (if any), pre-registration standards, scheduling of services, and approval of user fees are to advise the Lead Agency.

5.3 Steering Committee Chair. The Steering Committee shall be chaired by the representative of the Lead Agency. The Chair shall be the principal officer of Steering Committee. The duties and powers of the Chair shall include:

(a) Scheduling Committee meetings;

(b) Preserving order at Committee meetings;

(c) Enforcing the rules of the Steering Committee;

(d) Determining the order of business for the Committee;

(e) The right to require written motions prior to Committee consideration; and,

(f) Keeping or causing to be kept permanent records of all Committee proceedings, including minutes of all meetings of the Steering Committee, as well as all official documents, resolutions, and actions of the Committee. Minutes of that meeting shall be distributed to the Committee

as soon as practicable.

5.4 Steering Committee Vice-Chair. At the Steering Committee's first meeting, the Committee shall elect a Vice-Chair from among the Members of the Committee. The Vice-Chair shall assume the duties and powers of the Chair in the Chair's absence.

5.5 Steering Committee Meetings. The Steering Committee shall meet regularly, at least two (2) times each year. Special meetings may be called by the Chair or by a majority of the Members of the Steering Committee.

(a) Written notice of all meetings shall be served on all Members of the Committee not less than twenty-four (24) hours prior to the meeting, and shall contain the time and place of meeting and an agenda of subjects to be considered. A facsimile or email notice shall be accepted as appropriate written notice of all meetings.

(b) All meetings shall be conducted in accordance with Public Meetings law.

(c) A quorum shall consist of a majority of the voting Members of the Committee. If neither the Chair nor Vice-Chair is present at a meeting, there shall be no quorum. No action of the Steering Committee shall be valid or binding unless adopted by the affirmative vote of a majority of the voting Members present, provided there is at least a quorum present.

6. IMPLEMENTATION. As Parties to this IGA, the Parties agree to the following commitments:

6.1 Increase in Disposal Rates. Coos County, Curry County, and the Cities agree to increase disposal rates on waste originating from each respective County and City to fund construction, operation and administrative costs of the Household Hazardous Waste Program as described in the Household Hazardous Waste Management Plan and approved by the Steering Committee. In 2011, the Disposal Rate Increase shall be \$3.27 per ton. This rate was calculated based on the waste generated by all residents in Coos County and Curry County. Coos County, Curry County and the Cities agree to increase collection rates, without regard to where the waste is disposed. The Disposal Rate Increase, and any associated incinerator rates, landfill rates, transfer station rates, and/or garbage collection rates, must be effective no later than May 1, 2011.

Thereafter, on an annual basis the Steering Committee shall review the disposal rate increase to determine if the current rates provide sufficient funding to meet the demands of the Program. Only upon the consensus of all voting members of the Steering Committee, and the approval of the

governing body of each Party, will the disposal fees be increased or decreased from the initial disposal rate increase indicated herein. If the Steering Committee cannot reach a consensus the fees will remain as set and program services adapted to meet current funding levels.

6.2 Use of Funds Collected From Disposal Rate Increase. All money collected from the Disposal Rate Increase will be deposited in a dedicated fund, administered by Coos County and called the Household Hazardous Waste Management Fund. Except for administrative expenses, monies in this fund are to be used only for the implementation of regional activities described in the Household Hazardous Waste Management Plan as may be amended. If the budget does not meet expectations, the Lead Agency shall notify the Steering Committee, but in no event shall the Lead Agency be responsible for funding any portion of the Household Hazardous Waste Program with its own funds.

6.3 IGA Party Commitments. All Parties hereby agree to pass through this Hazardous Waste Program Disposal Rate Increase by increasing incinerator rates, landfill rates, transfer station rates, and/or garbage collection rates accordingly, to become effective no later than May 1, 2011. This provides for the disposal rate increase to be passed back to all users of the system, regardless of whether they have subscription collection or self-haul to the transfer stations, landfills or incinerator.

6.3.1 Payment Schedule. Each Party agrees to either pay, where the Party is directly collecting the Disposal Rate Increase or require the collector, where the Party does not collect the Disposal Rate Increase, to pay the Disposal Rate Increase into the Household Hazardous Waste Management Fund. For waste disposed at Coos County's Beaver Hill or Joe Ney sites, payment shall be made monthly and the County will deposit the Disposal Rate Increase received in the Household Hazardous Waste Fund.

For all other waste generated within Coos County, Curry County, and Cities and disposed at sites other than Coos County's Beaver Hill or Joe Ney sites, payment shall be made on the following schedule:

Period	Payment Due
May 1 – July 31	August 15
August 1 – October 31	November 15
November 1 – January 31	February 15
February 1 – April 30	May 15

6.3.2 IGA Party Reports. Each Party agrees to either submit reports or

require the collector to submit reports along with the Disposal Rate Increase to the Lead Agency that documents the tonnage of waste generated within the Party's own jurisdiction.

6.3.3 IGA Party Breach. Failure by the Parties to pass or approve the Household Hazardous Waste Program Disposal Rate Increase or to pay the Disposal Rate Increase according to the schedule in 6.3.1 will result in a breach of this Agreement.

6.4 Satellite Collection Events. Only citizens living in Coos and Curry County and participating cities will be able to drop off waste at the satellite collection events or at the permanent collection facility. Satellite collection events will be scheduled according to the HHW Plan. In the event that the Household Hazardous Waste Management Fund is insufficient for all of the scheduled satellite collection events, the Lead Agency, advised by the Steering Committee, will select the satellite collection events to best serve the Parties.

The Parties agree to the following commitments for providing satellite collection events:

6.4.1 Coos County. Coos County will manage the provision of services at satellite collection events held in Coos County and Curry County including staffing, collection and transportation services. Coos County will coordinate with Curry County, Cities, and solid waste franchisees to promote and conduct these events.

6.4.2 Availability of Funds. When sufficient start up funds are available in the Household Hazardous Waste Management Fund to provide the goods and services provided as discussed below in 6.4.3, the Steering Committee will determine location of events. For Curry County, if the County and at least one city located in Curry County participates in this IGA, at least one event per year will be held in Curry County if funding is sufficient. For Coos County, if Coos County and at least one city located in Coos County participates in this IGA, at least one event per year will be held in Coos County if funding is sufficient.

6.4.3 Participating Counties and Cities. Coos County, Curry County, and Cities shall be responsible for the following related to satellite collection events held within its own jurisdiction:

- a. Promotion of the event. This may include public service announcements in the media, website if available, and announcements at public meetings. The Lead Agency through the Household Hazardous Waste Management Fund will provide participating counties and cities flyers and a reasonable number of

- copies.
- b. Provision of volunteers/staff to direct traffic at the event. The Lead Agency and/or the contractor will provide training to volunteers and staff.
 - c. Provision of a suitable, paved location to hold the event.
 - d. Provision of traffic cones/barricades to ensure proper traffic flow at the event. If participating counties and cities do not have sufficient cones and barricades, the Lead Agency through the Household Hazardous Waste Management Fund will provide the necessary cones and barricades.
 - e. Provision of signage directing citizens to the event. The Lead Agency through the Household Hazardous Waste Management Fund will provide signage to be used at these events.
 - f. Provision of drop boxes for waste and cardboard recycling for the event. Participating counties and cities will coordinate with their franchise provider to provide such drop boxes. Lead Agency through the Household Hazardous Waste Management Fund will reimburse the franchise provider for the drop boxes, if requested. Any waste generated by preparing and conducting the event, or waste incidental to HHW, shall be disposed of by the participating county or city and the cost of disposal shall be reimbursed by the Household Hazardous Waste Management Fund.
 - g. Provision of restroom or portable toilet facilities for staff at the event. The Lead Agency will reimburse the participating county or city out of the Household Hazardous Waste Management Fund for cost of portable toilet facilities, if nearby restrooms are unavailable or were not donated.
 - h. Provision of safety vests for volunteers and others assisting at the event will be provided by the Lead Agency. The safety vests will be purchased out of the Household Hazardous Waste Management Fund and loaned to the participating counties and cities for the event.
 - i. Keeping accurate vehicle counts of participants at each event.
 - j. Coordinate provision of a safety orientation to all volunteers and staff working at the event. The Contractor will provide a safety orientation for the volunteers.
 - k. Provision of a table and volunteer/staff at the reuse location, if a product reuse opportunity is provided. Contractor will assist with making the decision if product is to be allowed for reuse.
 - l. Distribution of any customer surveys or educational handouts specific to each County and/or City. The Lead Agency will provide the customer surveys or educational handouts. These handouts will be paid for from the Household Hazardous Waste Management Fund.

7. SHARING OF LIABILITY AND INDEMNIFICATION

7.1 Contractor Requirements. Section 3.3 of this Agreement describes the Lead Agency's responsibilities to require insurance of the Lead Agency's contractor(s) as well as indemnification by the Lead Agency's contractor(s) of all Parties of this Agreement. These requirements are intended to protect the Parties from liability arising out of the provision of hazardous waste collection services.

7.2 Procedure to Assign Liability. In the event that liability does arise out of HHW Collection activities conducted under this Agreement, including but not limited to any and all liability imposed by State or Federal law or regulation, such as fines, penalties, clean up expenses, legal fees and other costs and expenses resulting from any such action or any such proceeding by virtue of any Federal or State law or regulation, the following procedure shall apply:

(a) A Party shall be liable for any damages, penalties, costs or attorney fees arising out of that Party's activities, and shall indemnify, defend and hold harmless all other Parties.

(b) Liability not attributable to Contractor or a Party shall be shared jointly by all Parties of this Agreement. Parties shall share liability equally for all fines, penalties, costs, expenses and reasonable attorney's fees.

7.3 Liability of Lead Agency. Notwithstanding Section 7.2 of this Agreement, any liabilities incurred by the Lead Agency shall be based on the negligence of the Lead Agency and the Lead Agency shall not be liable for damages incurred solely due to its designation as Lead Agency. All liability not directly attributable to the Lead Agency's negligence shall be shared in the manner set forth in Section 7.2 (b).

7.4 Survival of Obligations. The obligations under this section shall survive the termination of this Agreement.

8. ADDITIONAL USERS. The Parties anticipate other municipalities or agencies (such as other cities, counties, or Native American tribes) may desire to participate in the Household Hazardous Waste Program. The Lead Agency may, with the approval of the Steering Committee, allow the disposal of HHW at the permanent facility or at collection events by residents of municipalities or agencies who are not a party to this Agreement, upon payment of a disposal fee set by the Steering Committee.

Other agencies may at later time become a party to this Agreement by execution of a written amendment; provided that the agency agrees to be bound by the terms and conditions of this agreement, and assume all associated additional

costs of their participation and any associated liability.

9. INSPECTION OF PREMISES AND RECORDS.

9.1 Inspection of Premises. The officials of any Party may inspect the Household Hazardous Waste sites and facilities during hours when the facilities are open for business, or at such other times as the Lead Agency or Contractor(s) may allow.

9.2 Inspection of Records. The officials of any Party may examine any records relating to the Household Hazardous Waste facility and Program, upon reasonable request to the Committee and at a time convenient to the Lead Agency without unreasonable delay. The examination shall be allowed promptly. Such examination shall be made at the expense of the examining Party. Such examination of any of the Household Hazardous Waste Contractor's records shall be in accordance with the terms and conditions of the contractor's agreement with the Lead Agency.

10. TERM OF AGREEMENT; TERMINATION; WITHDRAWAL OF PARTIES

10.1 Term of Agreement. This IGA becomes effective upon the last date at which all parties have signed this agreement. It shall remain in full force and effect for five (5) consecutive calendar years in which services at the permanent collection facility are provided or until June 30, 2016 whichever is later. Thereafter, unless terminated as provided herein, the Agreement shall automatically renew annually.

10.2 Terminating Agreement. By affirmative vote of a majority of the Parties to the Agreement at the time of the vote, this Agreement may be terminated for any reason after five (5) consecutive calendar years of services at the permanent collection facility are provided or after June 30, 2016, whichever is later. The termination date shall be at the conclusion of any calendar year (January 1 to December 31) in which the vote is taken.

10.3 Withdrawal of Parties. After five (5) consecutive calendar years of services at the permanent collection facility are provided or after June 30, 2016, whichever is later any Party may terminate at the end of any calendar year its participation in the Household Hazardous Waste Program and this Agreement, by giving notice to the Steering Committee at least one hundred eighty (180) days prior to the end of such calendar year. Any amount paid or owed to the Household Hazardous Waste Program Fund will remain in the fund.

10.4 Withdrawal of Lead Agency. In the event that Coos County chooses to terminate their participation in this Agreement after June 30, 2016 or after five (5) consecutive calendar years of services at the permanent

collection facility are provided then the entire Agreement will be terminated, as described in Section 10.6.

10.5 Disposition of Program Property and Funds. In the event of termination of this Agreement the lead agency shall:

- (a) Administer and monitor any closure or sale of the permanent collection facility; including any related costs to the extent of the remaining funds available in the Household Hazard Waste Fund.
- (b) Pay all outstanding obligations.
- (b) Within 30 days of termination, cease the collection of revenues through the disposal rate increase levied on waste from affected jurisdictions.
- (c) Terminate any outstanding contracts for service that name the Parties, or amend such contracts to remove reference to the Parties.
- (d) Prepare an accounting of all Administrative Expenses incurred by the Lead Agency as a result of termination of this Agreement.
- (e) Once the preceding actions have been completed, but no more than 12 months following termination of the Agreement, the Lead Agency will distribute any remaining assets in the Household Hazardous Waste Program Fund as follows. All remaining monies will be distributed to Parties in amounts proportional to the population of each Party divided by the population of all Parties, using populations contained in the Household Hazardous Waste Management Plan. Similarly, if the Household Hazardous Waste Program's debts exceed assets, Parties will share obligations by the same proportionality.

11. MODIFICATION. This Agreement shall not be modified or amended in any manner except by an instrument in writing and signed by all the Parties participating at that time.

12. ASSIGNMENT. No Party to this Agreement shall assign its right or obligations under this Intergovernmental Agreement.

13. SEVERABILITY. If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

14. GOVERNING LAW. This Agreement shall be governed by federal law and the laws of the State of Oregon. Venue shall be within Coos County, Oregon.

15. NOTIFICATION. All notices required to be given or authorized to be given hereunder shall be in writing and either personally delivered or sent by certified United States mail to the other Party at the address shown below.

Coos County:

Cheryl Westgaard, Business
Operations Manager, Solid Waste Department
250 N. Baxler
Coquille, OR 97423

City of Coquille:

Terence O'Connor, City Manager
851 N. Central Blvd.
Coquille, OR 97423

Curry County:

M. Gerard Herbage, County Counsel
Curry County Office of Legal Counsel
P.O. Box 746
Gold Beach, Oregon 97444

City of Gold Beach:

Ellen Barnes, City Administrator
29592 Ellensburg Ave.
Gold Beach, OR 97444

City of Bandon:

Matt Winkel, City Manager
P.O. Box 67
Bandon, OR 97411

City of Myrtle Point:

John Walsh, City Manager
424 Fifth Street
Myrtle Point, OR 97458

City of Coos Bay:

Roger Craddock, City Manager
500 Central Avenue
Coos Bay, OR 97420

City of Port Orford:

Michael Murphy, City Administrator
P.O. Box 310
Port Orford, OR 97465

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement.

COOS COUNTY
BOARD OF COMMISSIONERS

CURRY COUNTY
BOARD OF COMMISSIONERS

Chair

Chair

Commissioner

Commissioner

Commissioner

Commissioner

Date: _____

Date: _____

*****SIGNATURES CONTINUED ON NEXT PAGE*****

City of Bandon

Signature

Date: _____

Print Name, Title

City of Brookings

Signature

Date: _____

Print Name, Title

City of Coos Bay

Signature

Date: _____

Print Name, Title

City of Coquille

Signature

Date: _____

Print Name, Title

City of Gold Beach

Signature

Date: _____

Print Name, Title

*****SIGNATURES CONTINUED ON NEXT PAGE*****

City of Myrtle Point

Signature

Date: _____

Print Name, Title

City of Port Orford

Signature

Date: _____

Print Name, Title