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**Fourth Addendum to  
Interlocal Cooperative Agreement Between the Cities Of Grand Coulee  
and Electric City, and the Towns Of Coulee Dam And Elmer City, Washington  
Re: Naming the City Of Electric City as the Administrative City;  
Creating an Audit Committee; and Requiring Separate  
Bank Accounts**

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This Fourth Addendum to Interlocal Cooperative Agreement, hereinafter "**Fourth Addendum**", made and entered into this 19<sup>th</sup> day of December, 2011, by and between the **Cities of Grand Coulee and Electric City, and the Towns of Coulee Dam, and Elmer City**, all municipal corporations of the State of Washington, hereinafter referred to as "**Cities**".

**WITNESSETH:**

**WHEREAS**, the Cities entered into an Interlocal Cooperative Agreement dated the 12<sup>th</sup> day of October, 1989; and

**WHEREAS**, the Cities find that it continues to be to the mutual advantage of the Cities to cooperate amongst themselves in matters common to and affecting the Cities that are parties hereto, including but not limited to management of solid waste, including collection, transfer, and disposal services, and the development of programs, plans, and policies for growth and development, and for economic and social solutions to problems common to the area; and

**WHEREAS**, the Cities subsequently entered into an addendum entitled "Financing and Administration of Closure and Post-Closure Activities at Delano Landfill"; and

**WHEREAS**, the Cities also subsequently entered into an addendum entitled "Calculation and Payment of Post-Closure Funds"; and

**WHEREAS**, the Cities also subsequently entered into an addendum entitled "Construction, Funding, and Operation of Transfer Station"; and

**WHEREAS**, the Cities are desirous of entering into this Fourth Addendum naming the City of Electric City as the Administrative City, creating an Audit Committee and requiring separate bank accounts, all as provided hereinafter; and

**WHEREAS**, such agreements are authorized by the "Interlocal Cooperative Act" (Chapter 39.34 RCW); and

**WHEREAS**, the Cities find that it continues to be in the best interests of the citizens of their respective entities to be served by such joint effort and cooperation and the same would result in efficiency and economy for the taxpayers of the area subject to this Agreement, and

**WHEREAS**, presently RBOM operates a transfer station located at the old landfill site and transport waste from the transfer station to the Alfredo Landfill in Grant County; and

**WHEREAS**, the Cities hereto find that it continues to be to the mutual advantage of all parties hereto to cooperate amongst themselves to operate the transfer station and to continue to operate pursuant to the terms of the underlying Interlocal Cooperative Agreement dated the 13<sup>th</sup> day of August, 2007 and pursuant to the three addendums thereto and are desirous of entering into this Fourth Addendum,

Now, therefore, in consideration of the covenants herein contained,

**It is hereby agreed by and between the four Cities as follows:**

1. All four Cities hereby agree to continue to operate pursuant to the terms of the underlying Interlocal Agreement dated the 13<sup>th</sup> day of August, 2007, and the first and second addendums thereto.

2. Pursuant to paragraph 7 of the underlying Interlocal Agreement, it is acknowledged and confirmed that the underlying Interlocal Agreement will automatically renew for a successive five-year term from and after the expiration of its initial term on December 31, 2012.

3. The City of Electric City shall be substituted for the City of Grand Coulee as the administrative city charged with the responsibilities set forth in the underlying agreement, including but not limited to the provisions of paragraph 4 as amended herein. Said substitution shall occur on January 1, 2012 or the first day of the month following approval of this Addendum by all four parties hereto, whichever is later.

4. There is hereby created an Audit Committee, which shall be composed of the mayors and clerks of the member Cities, excluding the mayor and clerk of the Administrative City. A quorum of the Audit Committee shall be a minimum of two members. The Audit Committee shall be responsible for review and oversight of the books and records maintained by the Administrative City and shall, on a quarterly basis, audit revenues and direct and indirect costs and expenses. The Audit Committee shall be charged with the responsibility to review and approve all expenditures. All vouchers shall be signed by a minimum of two Audit Committee members. All checks shall have two signatures, with the signers being the same signers who sign checks on behalf of

the Administrative City for its regular business. The Clerk of the Administrative City shall be available to attend all Audit Committee meetings to assist the Audit Committee members in carrying out their duties and functions as set forth herein.

5. Paragraph 4(f) of the underlying Interlocal Agreement shall be amended to provide that all funds of the Regional Board of Mayors, including the operational funds for the Transfer Station and funds accumulated for closure and post-closure of the Delano Landfill, shall all be deposited into bank accounts separate from other funds maintained by the Administrative City.

6. Insurance. The City of Grand Coulee will continue to provide insurance, naming the other three member cities as additional insured, on the assets and providing general liability insurance coverage as provided in paragraph 9 of the Addendum to the August 13, 2007 Interlocal Agreement and shall be entitled to reimbursement as provided therein.

7. Filing and Recording. Prior to its entry into force, this Addendum shall be filed with each city's respective city clerk and, additionally, shall be filed with the County Auditor of Okanogan, Douglas, and Grant Counties.

8. Applicable Law and Venue. This Addendum shall be governed and construed in accordance with the provisions of paragraphs 10 and 12 of the underlying Interlocal Cooperative Agreement between the parties dated August 13, 2007.

9. Notice. Any notice required to be given to the parties shall be deposited in the United States mail, postage prepaid, and addressed to:

Office of the Mayor  
City of Electric City  
P. O. Box 130  
Electric City, WA 99123

Office of the Mayor  
City of Grand Coulee  
P. O. Box 180  
Grand Coulee, WA 99133

Office of the Mayor  
Town of Coulee Dam  
300 Lincoln Avenue  
Coulee Dam, WA 99116

Office of the Mayor  
Town of Elmer City  
P. O. Box 179  
Elmer City, WA 99124

or at such other address as any party may designate to the others in writing from time to time. All notices required to be given hereunder shall be in writing.

10. Modification. This Addendum may only be amended by written agreement of all participating local governments.

11. Conflicts Between Interlocal Agreements. In the event of a conflict between the specific terms of this Addendum and the underlying interlocal agreements between the parties, this Addendum shall have precedent.

12. Authorization. The underlying signature of the Mayor and Clerk-Treasurer of each of the parties hereto shall be entered after having been authorized by the council of each party hereto acting in regular open session.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement the day and year first above written.

**City of Grand Coulee, Washington:**

By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk-Treasurer

**Town of Coulee Dam, Washington:**

By  \_\_\_\_\_  
Mayor

Attest:  \_\_\_\_\_  
Clerk-Treasurer

**City of Electric City, Washington:**

By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk-Treasurer

**Town of Elmer City, Washington:**

By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk-Treasurer