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**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: Construction, Funding, and Operation of Transfer Station  
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This Addendum to Interlocal Cooperative Agreement (hereinafter "**Addendum**"), made and entered into 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 collectively 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 entered into a revised and updated Interlocal Cooperative Agreement dated the 13<sup>TH</sup> day of August, 2007; and

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

**WHEREAS**, the four Cities that are parties hereto comprise the Regional Board of Mayors, (hereinafter "**RBOM**") RBOM members are in three counties, i.e., to wit: Grant County, Douglas County, and Okanogan County. Presently RBOM operates the Delano Landfill and contracts with a private solid waste collection company for service to its member Cities. Each city member sets its own service requirements. The solid waste activities of the RBOM are primarily funded through disposal fees charged to customers; and

**WHEREAS**, the Delano Landfill is nearing its useful life and is expected to close in the near future; and

**WHEREAS**, the parties hereto have evaluated their disposal options to replace the Delano Landfill and have decided to construct and operate a transfer station at the old landfill site and transport the waste from the transfer station to the Ephrata Landfill in Grant County; and

**WHEREAS**, Grant County has tentatively agreed to accept waste from out-of-county RBOM customers provided that Douglas County and Okanogan County provide written approval; and

**WHEREAS**, approval is also required from others, including the Grant County Health District and the State Department of Ecology; and

**WHEREAS**, the Washington State Solid Waste Management Act, Chapter 70.95 RCW, assigns local governments the primary responsibility for managing solid waste at the local level; and

**WHEREAS**, local health districts/departments are responsible for permitting solid waste facilities and enforcing solid waste regulations and local ordinances; and

**WHEREAS**, Grant County has taken responsibility for preparing a Solid Waste Management Plan for Grant County, including the incorporated cities within Grant County, and have included the four Cities, parties hereto, within the Solid Waste Management Plan for Grant County; and

**WHEREAS**, Grant County's Ephrata Landfill has a disposal capacity for at least 20 years; and

**WHEREAS**, the Cities hereto find that it continues to be to the mutual advantage of the Cities to cooperate amongst themselves to finance, construct, and operate a transfer station located at the old landfill and to cooperate amongst themselves to haul said waste to the Ephrata Landfill,

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

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

1. Each of the Cities hereto agrees to continue to participate in the continued operation of the RBOM with each of the four Cities having representation on said RBOM. It is intended that the RBOM shall not constitute a separate entity governed by Chapter 24.03 RCW (Corporations) or Chapter 25.04 RCW (Partnership). In that regard, RBOM shall be advisory only. Governance shall be as set forth in paragraph 6 hereinafter.

2. Statement of Purpose. The Cities shall take all necessary action in cooperation with each other to finance, construct, operate, and to seek all necessary approvals from state, county, and local entities necessary for the construction and operation of a transfer station and for the transfer of waste from said transfer station to the Ephrata Landfill.

3. Effective Date. This Addendum shall be in full force and effect upon execution by all four Cities hereto.

4. Duration. This Addendum shall remain in effect for the term of the loans obtained to fund the construction of the transfer station or for so long as the transfer station is sufficient and adequate to serve the parties hereto and the parties hereto mutually agree to continue its use, whichever period is longer.

5. Exclusivity. During the term of this Addendum, the parties hereto shall deliver all solid waste generated within each respective city, and the solid waste of their customers, including the National Park Service, and the Bureau of Reclamation, to the subject transfer station to be constructed and operated pursuant to the terms of this Addendum. This requirement shall continue for the entire duration of this Addendum as set forth above. Presently, Grant County has a formal policy that does not allow Grant County to import waste from outside the County; however, it is anticipated that Grant County will accept solid waste from the parties hereto and from the National Park Service and the Bureau of Reclamation. Any other solid waste shall not be accepted at the transfer station without the prior written consent of the Grant County Health District, Grand County Public Works, and the Grant County Board of Commissioners. Any and all contracts for collection within the four Cities shall include a requirement that all such collected solid waste shall be exclusively delivered to the subject transfer station. Said exclusive utilization is necessary to meet the terms of repayment of the underlying loans for the construction of the transfer station and for the continued operation of the transfer station.

6. Early Termination. A party hereto may only terminate prior to the full repayment of the underlying loans from the Public Works Trust Fund of the State of Washington, by paying, in advance, an early termination penalty in the amount of \$10,000.00 and, in addition thereto, paying in advance its equitable share of said underlying loans and other expenses for the transfer station, which amounts shall be determined as follows:

Average number of customers of withdrawing city for past 3 years  
Average total customers of all cities for past 3 years X

outstanding loan balances for construction of transfer station and closure and post closure of the Delano Landfill, plus each future year's O&M costs and expenses for the transfer station based on the actual total O&M for the year preceding early termination adjusted by the change in Consumer Price Index using "West Urban – All Urban Consumers – All Items".

Note: If termination occurs prior to end of the first 3 years of transfer station operation, the ratio would be based upon the number of customers for the months of operation of the transfer station preceding termination.

7. Governance. Each of the Cities shall continue to have representation on the RBOM; however, said RBOM shall not constitute a separate entity governed by

Chapter 24.03 RCW (Corporations) or Chapter 25.04 RCW (Partnerships). The RBOM shall be advisory only. All fiscal matters and governance and control shall continue to reside with the respective legislative bodies of each party hereto. See paragraph 4 of the underlying interlocal Agreement between the parties dated August 13, 2007. RBOM shall determine the fees necessary for operation of the transfer station and repayment of underlying obligations and shall adopt an annual budget. The annual budget and the proposed fees shall be proposed to each of the respective city councils of the parties hereto for final approval and adoption by resolution. In the event that the parties are unable to unanimously agree on the fees and budget, the matter shall be resolved pursuant to the dispute resolution provisions set forth in Section 9 of the interlocal agreement between the parties dated August 13, 2007.

8. 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.

9. Insurance. The City of Grand Coulee will provide insurance on the transfer station and general liability insurance covering its operation and shall provide coverage on any transferred vehicles and liability insurance covering their operations. The limits of liability shall be determined by RBOM and the cost of any such insurance shall be included as costs of operation of the transfer station.

10. 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.

11. 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.


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

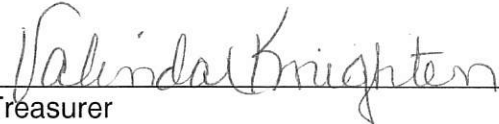
13. Future Conduct. The parties enter into this Addendum as a contract involving both present and future conduct of the parties extending for 20 years into the future. To that extent, each party hereto agrees with the others that it will not adopt any resolutions or ordinances, or enter into any agreements with any other entities, that conflict with the terms and intent of this addendum.

14. 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.

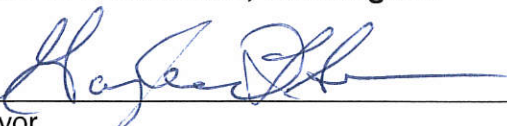
15. Authorization. Each city's mayor has executed this Addendum after having been authorized to do so by that mayor's council acting in open session.

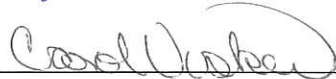
**City of Grand Coulee, Washington:**

By   
Mayor

Attest:   
Clerk-Treasurer

**Town of Coulee Dam, Washington:**

By   
Mayor

Attest:   
Clerk-Treasurer

**City of Electric City, Washington:**

By *Raymond R. Kelly*  
Mayor

Attest: *Jacqueline M. Permon*  
Clerk-Treasurer

**Town of Elmer City, Washington:**

By *Mary Jo Carey*  
Mayor

Attest: *Steve Allen*  
Clerk-Treasurer