

INTERLOCAL AGREEMENT

Solid Waste Disposal System

This Agreement, made and entered into on this 1st day of August, 2011, is by and between Okanogan County (hereinafter referred to as "County") and the City of Omak (hereinafter referred to as "City").

WHEREAS, Okanogan County and the City executing this Agreement are authorized and directed by Chapter 70.95 RCW to prepare a Comprehensive Solid Waste Management Plan, and are further authorized by Chapter 39.34 RCW to enter into an Interlocal Agreement for the administration and implementation of said plan; and

WHEREAS, Okanogan County has prepared a Comprehensive Solid Waste Management Plan, to be approved by the Washington State Department of Ecology and to be adopted by the Board of Okanogan County Commissioners, the adopted plan will include waste reduction and recycling elements for the County and City; and

WHEREAS, providing the most effective and efficient control of solid waste generated in Okanogan County, including the City, requires designation and use of the solid waste disposal system established by the County and the Comprehensive Solid Waste Management Plan of the County to the fullest extent possible, this Interlocal agreement designates and provides for the use of that system by the City;

WHEREAS, as required by Chapter 70.95.165 RCW the Okanogan County Board of Commissioners established the Okanogan County Solid Waste Committee (SWAC) "to assist in the development of programs and policies concerning solid waste handling and disposal and to review and comment upon proposed rules, policies, or ordinances prior to their adoption", and

WHEREAS, the SWAC has assisted in the development of the 2011 update to the Okanogan County Comprehensive Solid Waste Plan

NOW, THEREFORE, Okanogan County and the City agree as follows:

Section 1. Authority

The parties to this Agreement jointly possess the power and authorization under Chapter 39.34 RCW, being entitled the "Interlocal Cooperation Act," to acquire or lease land for solid waste disposal purposes, to acquire and construct facilities, and to operate and maintain such facilities for the collection and disposal of solid wastes and do jointly agree that a countywide solid waste management system can best be achieved by cooperative action of the parties to this Agreement.

Section 2. Purpose

The purpose of this intergovernmental agreement is to provide for the recycling and disposal of solid wastes produced or generated within the City and within the unincorporated areas of the County.

Section 3. Powers

The City hereby delegates, and the County hereby assumes both the power and obligation to do each of the following:

- a. Provide solid waste recycling and disposal facilities.
- b. Establish a schedule of fees to be collected from all users of the disposal facilities to cover current operating expenses, equipment costs and facility rental expenses.
- c. Purchase, lease, receive as gifts or donations, or otherwise acquire all land, buildings, equipment, or supplies needed to provide a solid waste recycling and disposal system.
- d. Make or cause to be made studies and surveys necessary to carry out the functions of countywide solid waste management.
- e. Propose and recommend to participating parties to this Agreement such local ordinances governing collection and disposal of solid waste as might be deemed desirable.
- f. Provide for a system of budgeting, accounting and auditing of all funds associated with the solid waste system.
- g. Accept grants or loans of money or property from the United States, the State of Washington or any other person and to enter into any agreement in connection therewith, and to hold, use and dispose of such money or property in accordance with the terms of the gift, loan or grant.
- h. Perform other activities that are reasonably necessary to accomplish the purpose as stated in Section 2 of this Agreement.
- i. In carrying out all obligations of this Section, including but not limited to, annual solid waste budget approval and the setting of fees, the County shall consult with the Solid Waste Advisory Committee for guidance.

Section 4. Organization

- a. No separate legal or administrative agency is created by this Agreement.

- b. The Commissioners or their designated agent shall administer the solid waste recycling and disposal system for the benefit of all citizens residing in Okanogan County.
- c. The County shall require its staff and contractors to operate solid waste disposal facilities in accordance with such Comprehensive Solid Waste Management Plan as shall be approved by all the parties hereto and by the Washington State Department of Ecology.
- d. The Okanogan County Health Officer or his designated agent shall have the responsibility on behalf of the parties hereto to enforce appropriate health regulations with respect to solid waste and to issue to qualifying parties such permits and licenses as might be necessary.
- e. By this Agreement the City hereby designates the County solid waste system for the disposal of all solid waste generated within the corporate limits of the City, and within the scope of the Comprehensive Solid Waste Management Plan, authorizes the County to designate a disposal site or sites for the disposal of such solid waste generated within the corporate limits of the City except for: (1) recyclables and other materials removed from solid waste by reduction or waste recycling activities under the Solid Waste Management Plan and (2) those wastes including hazardous or hard-to-handle wastes either prohibited by law or required by the County to be specially handled. This designation of the County's system shall continue in full force and effect throughout the term of this Agreement. The designation of the County in this section shall not reduce or otherwise affect the City's control over solid waste collection as permitted or required by applicable state law.
- f. The City agrees that it shall as soon as practicable, amend its existing ordinances, franchises and/or contracts to provide that present and future solid waste collection companies operating within the City shall deposit all solid waste collected under said existing ordinances, franchises and/or contracts only at a disposal site to be designated by the Okanogan County Comprehensive Solid Waste Management Plan.
- g. In the event the City elects to provide solid waste collection through the use of municipal staff and equipment, the City shall direct all collected solid waste to a disposal site designated by the Comprehensive Solid Waste Management Plan.

Section 5. Financing

The County shall be solely responsible for providing and paying for capital facilities and equipment acquired by the County for the countywide system.

Section 6. Accounting and Audits

- a. The County shall maintain books of account for solid waste recycling and disposal operations in accordance with the requirements of the Washington State Auditor.
- b. Authorized representatives of the City shall have the right to inspect said books of account at any time.

Section 7. Property

No personal or real property will be jointly acquired. Each party will be responsible for acquiring, holding and disposing of property, real and/or personal, in order to carry out the terms of this Agreement.

Section 8. Term

It is understood that RCW 70.95 requires that local governments prepare solid waste management plans at least every five years. Therefore, this Agreement shall expire five years from the date of adoption by the County of the Public Review Draft Comprehensive Solid Waste Management Plan, with an automatic one year extension of this Agreement should the Solid Waste Plan fail to be adopted within that five year term.

Section 9. Fees Dispute

If fees in excess of those proposed and approved by the SWAC are adopted by the County, the City, within 30 days of the County's decision, may appeal the County's decision to a neutral arbitrator in accordance with Section 14 of this Agreement. The arbitrator shall determine a reasonable fee, which shall be binding on the parties.

Section 10. Rescission or Termination

This Agreement may be rescinded and all obligations herein terminated only by written consent of both parties hereto; UNLESS a party has materially breached this Agreement as determined by a neutral arbitrator. The party alleging breach shall provide notice to the other party within 20 calendar days of the event(s) giving rise to the alleged breach, and shall allow the other party 60 calendar days from the date of notice to comply with the terms of this Agreement, or longer if agreed by the parties. If the breaching party has not complied within the 60 day period, or an agreed later date, the party seeking termination may initiate arbitration proceedings in accordance with Section 14 of this Agreement.

Section 11. Admission of New Parties

The County shall execute substantially similar agreements with other participating cities and towns within Okanogan County. In the event that other public entities wish to join the Okanogan County solid waste system, such a proposal shall be presented to the SWAC for their review and recommendation to the County. If an acceptable agreement is negotiated between the County and the proponent, a separate Interlocal agreement between the new parties and the County shall be executed.

Section 12. Amendments

Amendments to this Agreement shall only be made by written agreement of both the County and City.

Section 13. Miscellaneous

- a. No waiver by either party of any term of condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Agreement.
- b. No other person or entity shall be entitled to be treated as a third party beneficiary of this Agreement.
- c. The effective date of this Agreement is the date the last agreeing party affixed its signature.

Section 14. Dispute Resolution

- a. All disputes between the City and the County arising out of this Agreement shall be decided by arbitration in conformity with the provisions of RCW 7.04, unless the parties mutually agree otherwise. The party demanding arbitration shall serve upon the other party, personally or by registered mail, a written notice of his intention to arbitrate. Each party shall select an arbitrator and the initial two arbitrators shall pick a third arbitrator, unless all parties can agree on a single arbitrator. The parties agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. The prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs.
- b. As a condition precedent to the hearing of any arbitration or trial, the parties to this agreement shall submit any and all disputes between them to non-binding mediation with the assistance of an experienced mediator. The parties shall each designate a representative with full settlement authority who will participate for at

least two hours in the mediation. The parties shall bear equally all expenses, exclusive of attorney's fees, associated with the mediation.

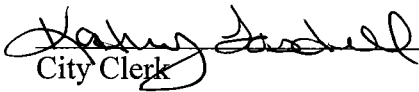
Section 15. Entire Agreement

This Contract constitutes the entire agreement between the County and the City and supersedes any prior negotiations or agreements either written or oral.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized governing authorities as of the day and year last signed.

Attest

City of Omak


City Clerk


Mayor

APPROVED AS TO FORM:

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**

Steve Bozarth, Deputy Prosecutor

Andrew Lampe, Chairman

ATTEST:

Don "Bud" Hover, Member

Lalena Johns, Clerk of the Board

Jim DeTro, Member