

**INTERLOCAL AGREEMENT RE: SOLID WASTE TRANSFER STATION
BETWEEN OKANOGAN COUNTY AND DOUGLAS COUNTY**

This Agreement is made and entered into on this day by and between Okanogan County, a political subdivision of the State of Washington, and Douglas County, a political subdivision of the State of Washington.

WHEREAS, Okanogan County and Douglas County are each authorized and directed by Chapter 70.95 RCW to adopt 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 owns and operates a solid waste transfer station in the Bridgeport Bar area of Douglas County (the Bridgeport Bar transfer station) at which Okanogan County accepts waste produced or generated in Douglas County (Douglas County solid waste); and

WHEREAS, Okanogan County and Douglas County desire to memorialize the terms and conditions under which Okanogan County may accept Douglas County solid waste at the Bridgeport Bar transfer station.

NOW, THEREFORE, Okanogan County and Douglas County agree as follows:

Section 1. Authority

The parties to this Agreement each 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 waste.

Section 2. Purpose

The purpose of this Agreement is to provide for the terms and conditions under which Okanogan County may accept, recycle and/or dispose of Douglas County solid waste at the Bridgeport Bar transfer station.

Section 3. Okanogan County May Accept Waste

Okanogan County may accept and recycle Douglas County solid waste at the Bridgeport Bar transfer station, as authorized by state and local permitting authorities, so long as the transfer station recycling program meets or exceeds the recycling requirements of the Douglas County Comprehensive Solid Waste Management Plan.

Section 4. Organization

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

Section 5. Financing

Okanogan County shall be solely responsible for providing and paying for capital facilities and equipment acquired by Okanogan County for the Bridgeport Bar transfer station and for related maintenance and operation expenses.

Section 6. Accounting

Okanogan County shall maintain records of all Douglas County solid waste accepted at the Bridgeport Bar transfer station, including transfer station recycling and disposal operations, and provide reports to the Director of the Douglas County County-wide Solid Waste Program.

Section 7. Property

No personal or real property is jointly owned or will jointly acquired.

Section 8. Term

This Agreement shall commence on July 16, 2018. The initial term shall be five years, after which this Agreement shall be automatically renewed from year-to-year unless a party provides notice of non-renewal to the other party.

Section 9. 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, this Agreement shall terminate.

As a condition precedent to termination of this Agreement, the party considering termination shall engage in good faith discussions with the other party to this Agreement in an effort to identify and reach resolution of any issues or concerns of the parties that are the motivation to consider termination. This Agreement may only be unilaterally terminated by a party if these good faith discussions are unsuccessful in resolving the identified issues and/or concerns.

Section 10. Amendments

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

Section 11. Miscellaneous

- a. No waiver by either party of any term or 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 12. Indemnity

To the fullest extent permitted by law, Okanogan County agrees to indemnify, defend and hold Douglas County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of Okanogan County, its employees, agents or volunteers or Okanogan County's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with the ownership and operation of the Bridgeport Bar transfer station; or 3) are based upon use, presence upon or proximity to the Bridgeport Bar transfer station. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of Douglas County. This indemnification obligation of the Okanogan County shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Okanogan County hereby expressly waives any immunity afforded by such acts.

Section 13. Dispute Resolution

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through negotiations between the parties or their designees, and if negotiations are unsuccessful to submit any dispute, controversy or claim arising out of or relating to this Agreement arbitration in conformity with the provisions of RCW 7.04. The party demanding arbitration shall serve upon the other party, personally or by certified mail, return receipt requested, a written notice demanding arbitration. 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. Each party shall its own attorney's fees and costs.

Any arbitration proceeding commenced to enforce or interpret this Agreement shall be brought within one year after the initial occurrence giving rise to the claim, dispute or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute or issue was continuing in nature. Claims, disputes or issues arising more than one year prior to a written request or demand for arbitration issued under this Agreement are not subject to arbitration.

Section 14. Entire Agreement


This Contract constitutes the entire agreement between Okanogan County and Douglas County 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.

DATED at Waterville, Washington this 16th day of July, 2018.

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON**





Dan Sutton, Chairman



Kyle Steinburg, Vice Chair



Steve Jenkins, Commissioner

ATTEST:

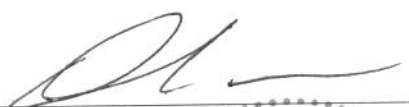


Tiana Rowland, Clerk of the Board

DATED at Okanogan, Washington this 24 day of July, 2018.

APPROVED AS TO FORM:

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**



Dave Gecas, Deputy Prosecutor


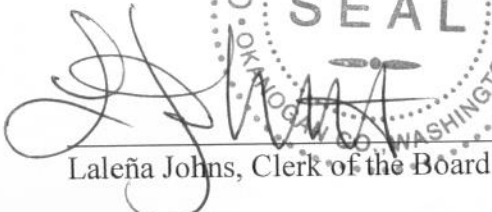
ABSENT

Jim DeTro, Chairman

ATTEST:



Chris Branch, Member

Laleña Johns, Clerk of the Board



Andy Hoyer, Member