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MAR 18 2009  
CITY OF ELECTRIC CITY

**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: Calculation and Payment of "Post-Closure Funds"**

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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. RBOM has constructed and will soon commence operation of a transfer station at the Delano Landfill and presently contracts with a private solid waste collection company for service to its member Cities; and

**WHEREAS**, the Cities presently pay to one of its members, i.e., the City of Grand Coulee, fifteen percent (15%) of its payment to a private collection company, i.e., presently Sunrise Disposal, Inc.; and

**WHEREAS**, said funds are deposited into a post-closure fund that must be fully funded by the time closure of the Delano Landfill is completed; and

**WHEREAS**, each community currently deducts some of its expenses before calculating its fifteen percent (15%) payment;

**WHEREAS**, it is estimated that the communities can adequately fund closure debt service with a reduced payment of ten percent (10%) of a collection company's charges,

Now, therefore,

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

1. Each of the city's closure debt service payment to the City of Grand Coulee shall be determined by applying the debt service percentage to the collection company's monthly billing without any other deductions.

2. Initially, the debt service percentage shall be ten percent (10%); however, said percentage may be revised by resolutions passed by the members of the RBOM. Said percentage shall be reconsidered on an annual basis.

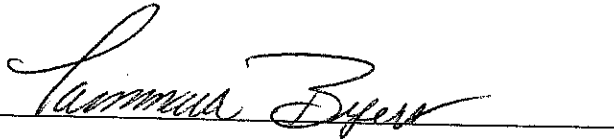
3. This Agreement shall become effective with the January 2009 payment.

4. All other terms and conditions of the underlying Interlocal Cooperative Agreement between the Cities hereto and any Addendums thereto shall remain in full force and effect.

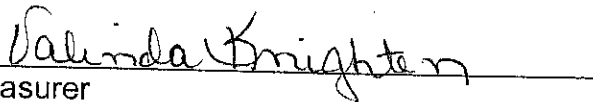
Each city's mayor has executed this Addendum after having been authorized to do so by that mayor's city or town council acting in open session.

**City of Grand Coulee, Washington:**

By  
Mayor

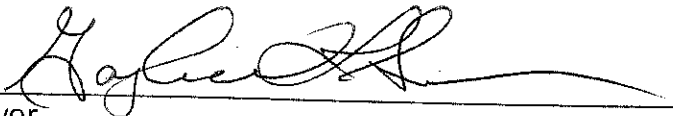
  
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Attest:  
Clerk-Treasurer

  
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**Town of Coulee Dam, Washington:**

By  
Mayor

  
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Attest:  
Clerk-Treasurer

  
\_\_\_\_\_

**City of Electric City, Washington:**

By Raymond R. Holby  
Mayor

Attest: Jacqueline M. Permon  
Clerk-Treasurer

**Town of Elmer City, Washington:**

By Mary Jo Carey  
Mayor

Attest: John Dillman  
Clerk-Treasurer