

AMENDMENT TO THE 2002 INTERLOCAL AGREEMENT
REGARDING THE PEND OREILLE COUNTY SOLID WASTE MANAGEMENT PLAN & UPDATES

This agreement is executed by and between Pend Oreille County, Washington ("The County") and the following governmental entities (hereinafter jointly referred to as "The Participating Municipalities"):

- ① Newport, a municipal corporation
- 2. Cusick, a municipal corporation
- 3. Ione, a municipal corporation
- 4. Metaline, a municipal corporation
- 5. Metaline Falls, a municipal corporation

A-2009-3

For the purpose to clarify and reaffirm The County and The Participating Municipalities (referred to herein collectively as the "Parties") respective responsibilities and obligations as outlined in the Intergovernmental Agreement adopting the "2002 Pend Oreille County Solid Waste and Moderate Risk Waste Plan Updates" of the "1994 Pend Oreille County Solid Waste Plan" and the "1992 Pend Oreille County Moderate Risk Waste Plan". The Parties make and enter into this Interlocal Agreement ("Agreement") effective this 17th day of Jan, 2009, for the purposes and under terms contained herein.

Definitions

For the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the Parties shall use the definitions found in RCW 70.95.030, WAC 173-350, and WAC 173-351, unless otherwise indicated herein.

Recitals

WHEREAS, The Participating Municipalities agreed to participate in and adopt, the "1994 Pend Oreille County Solid Waste Plan" and the "1992 Pend Oreille County Moderate Risk Waste Plan", amended in 2002, (hereinafter referred to as the "Plan"); and

WHEREAS, the Plan is to be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (WSDOE); and

WHEREAS, the Plan is currently under review for possible revisions to insure that it is viable, economically responsible, and contributing to the health and safety of all Pend Oreille County residents; and

WHEREAS, The Participating Municipalities are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW.

THEREFORE, in consideration of mutual promises and covenants herein, it is hereby agreed:

- 1. Authority and Responsibilities of the County: The Participating Municipalities hereby reaffirm the following authorities and obligations to be exercised and assumed by the County on behalf of The Participating Municipalities as provided by law. The County shall:
 - a. Have full authority to enter into contracts with and supervise consultants;
 - b. Coordinate efforts with the Solid Waste Advisory Committee as they review progress on Plan preparation, take public input, and make recommendation to the Board of County Commissioners;
 - c. Administer the costs of Plan preparation through the County's Solid Waste Management Fund, consisting of monies budgeted by the County and monies from available Department of Ecology grants;
 - d. Maintain accounts for the solid waste management program;
 - e. Prepare and submit for approval on behalf of The Participating Municipalities and County a revised and updated Plan as provided in RCW 70.95.080 and related provisions of law. Such Plan as finally prepared, amended, or modified shall be binding upon approval and adoption by The Participating Municipalities solid Waste management;
- 2. Responsibilities of The Participating Municipalities: The Participating Municipalities hereby reaffirm and agree:
 - a. To actively participate in the required review of the Plan;

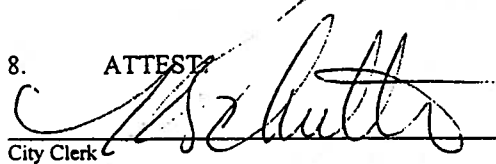
COPY

29/40 41

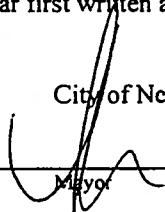
- b. To provide information and data on solid waste handling methods and recycling programs within respective jurisdictions;
 - c. To provide information and comments on proposed Plan revisions;
 - d. To review the revised Plan's "Preliminary Draft" phase;
 - e. Pursuant to RCW 70.95.080, review and determine whether to participate in the Plan;
 - f. To adopt the revised Plan prior to the Plan's "Final Draft" phase, or officially terminate participation in the 2002 Intergovernmental Agreement by vote of the legislative body and notice to The County.
3. Financing: Each Party shall be responsible for budgeting and financing its own obligations under this Agreement.
 4. Duration: This Agreement reaffirms certain responsibilities and obligations as stated in the Intergovernmental Agreement adopting the 1994 Pend Oreille County Solid Waste Plan and the 1992 Pend Oreille County Moderate Risk Plan, as amended in 2002, and shall continue until rescinded, terminated as herein provided, or until adoption of a subsequent Plan update.
 5. Termination of Agreement: Any of The Participating Municipalities may terminate their participation in the 2002 Intergovernmental Agreement by vote of the legislative body and notice to The County, provided they will then be obligated to prepare their own solid waste management plan pursuant to RCW 70.95.080. All reports or plans prepared pursuant to this Agreement shall remain the property of Pend Oreille County.
 6. Liability: Neither The Participating Municipalities or The County assumes liability for the actions or activities of the others, except as provided by law or as may be agreed by the Parties from time to time.
 7. Amendments: Amendments to this Agreement shall only be made by written agreement of all the parties hereto.

IN TESTIMONY WHEREOF, The Participating Municipalities and The County hereto have caused this Agreement to be executed by their duly authorized governing authorities as of the day and year first written above.

8. ATTEST:




 City Clerk

City of Newport


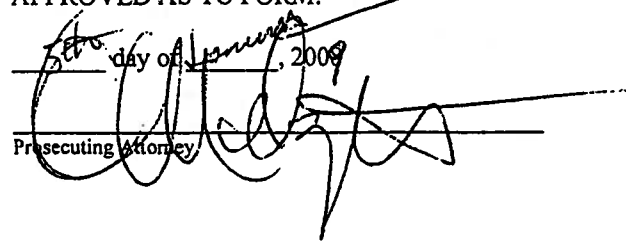
 Mayor

ATTEST:

 1-12-09

 Clerk of the Board

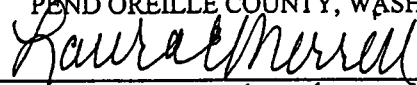
APPROVED AS TO FORM:



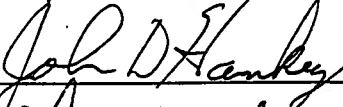
 Prosecuting Attorney

5th day of January, 2009

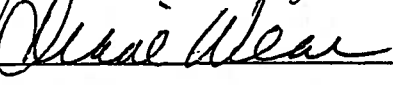
BOARD OF COUNTY COMMISSIONERS
 PEND OREILLE COUNTY, WASHINGTON



 Chair



 Member



 Member

A-2009-15

**AMENDMENT TO THE 2002 INTERLOCAL AGREEMENT
REGARDING THE PEND OREILLE COUNTY SOLID WASTE MANAGEMENT PLAN & UPDATES**

This agreement is executed by and between Pend Oreille County, Washington ("The County") and the following governmental entities (hereinafter jointly referred to as "The Participating Municipalities"):

1. Newport, a municipal corporation
- ② Cusick, a municipal corporation
3. Ione, a municipal corporation
4. Metaline, a municipal corporation
5. Metaline Falls, a municipal corporation

For the purpose to clarify and reaffirm The County and The Participating Municipalities (referred to herein collectively as the "Parties") respective responsibilities and obligations as outlined in the Intergovernmental Agreement adopting the "2002 Pend Oreille County Solid Waste and Moderate Risk Waste Plan Updates" of the "1994 Pend Oreille County Solid Waste Plan" and the "1992 Pend Oreille County Moderate Risk Waste Plan". The Parties make and enter into this Interlocal Agreement ("Agreement") effective this 12 day of Dec, 2008, for the purposes and under terms contained herein.

Definitions

For the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the Parties shall use the definitions found in RCW 70.95.030, WAC 173-350, and WAC 173-351, unless otherwise indicated herein.

Recitals

WHEREAS, The Participating Municipalities agreed to participate in and adopt, the "1994 Pend Oreille County Solid Waste Plan" and the "1992 Pend Oreille County Moderate Risk Waste Plan", amended in 2002, (hereinafter referred to as the "Plan");and

WHEREAS, the Plan is to be reviewed and revised by the Plan Participants at lease once every five (5) years following approval of the Plan by the Washington State Department of Ecology (WSDOE); and

WHEREAS, the Plan is currently under review for possible revisions to insure that it is viable, economically responsible, and contributing to the health and safety of all Pend Oreille County residents; and

WHEREAS, The Participating Municipalities are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW.

THEREFORE, in consideration of mutual promises and covenants herein, it is hereby agreed:

1. Authority and Responsibilities of the County: The Participating Municipalities hereby reaffirm the following authorities and obligations to be exercised and assumed by the County on behalf of The Participating Municipalities as provided by law. The County shall:
 - a. Have full authority to enter into contracts with and supervise consultants;
 - b. Coordinate efforts with the Solid Waste Advisory Committee as they review progress on Plan preparation, take public input, and make recommendation to the Board of County Commissioners;
 - c. Administer the costs of Plan preparation through the County's Solid Waste Management Fund, consisting of monies budgeted by the County and monies from available Department of Ecology grants;
 - d. Maintain accounts for the solid waste management program;
 - e. Prepare and submit for approval on behalf of The Participating Municipalities and County a revised and updated Plan as provided in RCW 70.95.080 and related provisions of law. Such Plan as finally prepared, amended, or modified shall be binding upon approval and adoption by The Participating Municipalities solid Waste management;
2. Responsibilities of The Participating Municipalities: The Participating Municipalities hereby reaffirm and agree:
 - a. To actively participate in the required review of the Plan;

29/289-290 orig had to 11/4 2-26-09

- b. To provide information and data on solid waste handling methods and recycling programs within respective jurisdictions;
 - c. To provide information and comments on proposed Plan revisions;
 - d. To review the revised Plan's "Preliminary Draft" phase;
 - e. Pursuant to RCW 70.95.080, review and determine whether to participate in the Plan;
 - f. To adopt the revised Plan prior to the Plan's "Final Draft" phase, or officially terminate participation in the 2002 Intergovernmental Agreement by vote of the legislative body and notice to The County.
3. **Financing:** Each Party shall be responsible for budgeting and financing its own obligations under this Agreement.
 4. **Duration:** This Agreement reaffirms certain responsibilities and obligations as stated in the Intergovernmental Agreement adopting the 1994 Pend Oreille County Solid Waste Plan and the 1992 Pend Oreille County Moderate Risk Plan, as amended in 2002, and shall continue until rescinded, terminated as herein provided, or until adoption of a subsequent Plan update.
 5. **Termination of Agreement:** Any of The Participating Municipalities may terminate their participation in the 2002 Intergovernmental Agreement by vote of the legislative body and notice to The County, provided they will then be obligated to prepare their own solid waste management plan pursuant to RCW 70.95.080. All reports or plans prepared pursuant to this Agreement shall remain the property of Pend Oreille County.
 6. **Liability:** Neither The Participating Municipalities or The County assumes liability for the actions or activities of the others, except as provided by law or as may be agreed by the Parties from time to time.
 7. **Amendments:** Amendments to this Agreement shall only be made by written agreement of all the parties hereto.

IN TESTIMONY WHEREOF, The Participating Municipalities and The County hereto have caused this Agreement to be executed by their duly authorized governing authorities as of the day and year first written above.

8. ATTEST:

Charlotte Yergon
City Clerk

Bob Cusick
City of Cusick
Mayor

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

_____ day of _____, 2008

Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON

Laura Merrill
Chair

Wendy Olson
Member

John Hankey
Member

AMENDMENT TO THE 2002 INTERLOCAL AGREEMENT
REGARDING THE PEND OREILLE COUNTY SOLID WASTE MANAGEMENT PLAN & UPDATES

A-2009-18

COPY

This agreement is executed by and between Pend Oreille County, Washington ("The County") and the following governmental entities (hereinafter jointly referred to as "The Participating Municipalities"):

1. Newport, a municipal corporation
2. Cusick, a municipal corporation
- ③ Ione, a municipal corporation
4. Metaline, a municipal corporation
5. Metaline Falls, a municipal corporation

RECEIVED

MAR 26 2009

PEND OREILLE CO
PUBLIC WORKS DEPT

For the purpose to clarify and reaffirm The County and The Participating Municipalities (referred to herein collectively as the "Parties") respective responsibilities and obligations as outlined in the Intergovernmental Agreement adopting the "2002 Pend Oreille County Solid Waste and Moderate Risk Waste Plan Updates" of the "1994 Pend Oreille County Solid Waste Plan" and the "1992 Pend Oreille County Moderate Risk Waste Plan". The Parties make and enter into this Interlocal Agreement ("Agreement") effective this 30th day of March, 2008⁹, for the purposes and under terms contained herein.

Definitions

For the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the Parties shall use the definitions found in RCW 70.95.030, WAC 173-350, and WAC 173-351, unless otherwise indicated herein.

Recitals

WHEREAS, The Participating Municipalities agreed to participate in and adopt, the "1994 Pend Oreille County Solid Waste Plan" and the "1992 Pend Oreille County Moderate Risk Waste Plan", amended in 2002, (hereinafter referred to as the "Plan"); and

WHEREAS, the Plan is to be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (WSDOE); and

WHEREAS, the Plan is currently under review for possible revisions to insure that it is viable, economically responsible, and contributing to the health and safety of all Pend Oreille County residents; and

WHEREAS, The Participating Municipalities are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW.

THEREFORE, in consideration of mutual promises and covenants herein, it is hereby agreed:

1. Authority and Responsibilities of the County: The Participating Municipalities hereby reaffirm the following authorities and obligations to be exercised and assumed by the County on behalf of The Participating Municipalities as provided by law. The County shall:
 - a. Have full authority to enter into contracts with and supervise consultants;
 - b. Coordinate efforts with the Solid Waste Advisory Committee as they review progress on Plan preparation, take public input, and make recommendation to the Board of County Commissioners;
 - c. Administer the costs of Plan preparation through the County's Solid Waste Management Fund, consisting of monies budgeted by the County and monies from available Department of Ecology grants;
 - d. Maintain accounts for the solid waste management program;
 - e. Prepare and submit for approval on behalf of The Participating Municipalities and County a revised and updated Plan as provided in RCW 70.95.080 and related provisions of law. Such Plan as finally prepared, amended, or modified shall be binding upon approval and adoption by The Participating Municipalities solid Waste management;
2. Responsibilities of The Participating Municipalities: The Participating Municipalities hereby reaffirm and agree:
 - a. To actively participate in the required review of the Plan;

29/341-342 4-16
ORIG
mailed
L IONE
MAY

- b. To provide information and data on solid waste handling methods and recycling programs within respective jurisdictions;
 - c. To provide information and comments on proposed Plan revisions;
 - d. To review the revised Plan's "Preliminary Draft" phase;
 - e. Pursuant to RCW 70.95.080, review and determine whether to participate in the Plan;
 - f. To adopt the revised Plan prior to the Plan's "Final Draft" phase, or officially terminate participation in the 2002 Intergovernmental Agreement by vote of the legislative body and notice to The County.
3. **Financing:** Each Party shall be responsible for budgeting and financing its own obligations under this Agreement.
 4. **Duration:** This Agreement reaffirms certain responsibilities and obligations as stated in the Intergovernmental Agreement adopting the 1994 Pend Oreille County Solid Waste Plan and the 1992 Pend Oreille County Moderate Risk Plan, as amended in 2002, and shall continue until rescinded, terminated as herein provided, or until adoption of a subsequent Plan update.
 5. **Termination of Agreement:** Any of The Participating Municipalities may terminate their participation in the 2002 Intergovernmental Agreement by vote of the legislative body and notice to The County, provided they will then be obligated to prepare their own solid waste management plan pursuant to RCW 70.95.080. All reports or plans prepared pursuant to this Agreement shall remain the property of Pend Oreille County.
 6. **Liability:** Neither The Participating Municipalities or The County assumes liability for the actions or activities of the others, except as provided by law or as may be agreed by the Parties from time to time.
 7. **Amendments:** Amendments to this Agreement shall only be made by written agreement of all the parties hereto.

IN TESTIMONY WHEREOF, The Participating Municipalities and The County hereto have caused this Agreement to be executed by their duly authorized governing authorities as of the day and year first written above.

8. ATTEST:

Marianne Koontz
City Clerk

[Signature]
City of Pend Oreille
Mayor

ATTEST:
[Signature]
Clerk of the Board

APPROVED AS TO FORM:

[Signature]
8 day of April 2008
Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON

[Signature]
Chair

[Signature]
Member

[Signature]
Member

AMENDMENT TO THE 2002 INTERLOCAL AGREEMENT
REGARDING THE PEND OREILLE COUNTY SOLID WASTE MANAGEMENT PLAN & UPDATES

A-2009-16

This agreement is executed by and between Pend Oreille County, Washington ("The County") and the following governmental entities (hereinafter jointly referred to as "The Participating Municipalities"):

RECEIVED
DEC 19 2008
PEND OREILLE CO
PUBLIC WORKS DEPT

1. Newport, a municipal corporation
2. Cusick, a municipal corporation
3. Ione, a municipal corporation
- ④ Metaline, a municipal corporation
5. Metaline Falls, a municipal corporation

For the purpose to clarify and reaffirm The County and The Participating Municipalities (referred to herein collectively as the "Parties") respective responsibilities and obligations as outlined in the Intergovernmental Agreement adopting the "2002 Pend Oreille County Solid Waste and Moderate Risk Waste Plan Updates" of the "1994 Pend Oreille County Solid Waste Plan" and the "1992 Pend Oreille County Moderate Risk Waste Plan". The Parties make and enter into this Interlocal Agreement ("Agreement") effective this 17 day of Dec, 2008, for the purposes and under terms contained herein.

Definitions

For the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the Parties shall use the definitions found in RCW 70.95.030, WAC 173-350, and WAC 173-351, unless otherwise indicated herein.

Recitals

WHEREAS, The Participating Municipalities agreed to participate in and adopt, the "1994 Pend Oreille County Solid Waste Plan" and the "1992 Pend Oreille County Moderate Risk Waste Plan", amended in 2002, (hereinafter referred to as the "Plan"); and

WHEREAS, the Plan is to be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (WSDOE); and

WHEREAS, the Plan is currently under review for possible revisions to insure that it is viable, economically responsible, and contributing to the health and safety of all Pend Oreille County residents; and

WHEREAS, The Participating Municipalities are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW.

THEREFORE, in consideration of mutual promises and covenants herein, it is hereby agreed:

1. Authority and Responsibilities of the County: The Participating Municipalities hereby reaffirm the following authorities and obligations to be exercised and assumed by the County on behalf of The Participating Municipalities as provided by law. The County shall:
 - a. Have full authority to enter into contracts with and supervise consultants;
 - b. Coordinate efforts with the Solid Waste Advisory Committee as they review progress on Plan preparation, take public input, and make recommendation to the Board of County Commissioners;
 - c. Administer the costs of Plan preparation through the County's Solid Waste Management Fund, consisting of monies budgeted by the County and monies from available Department of Ecology grants;
 - d. Maintain accounts for the solid waste management program;
 - e. Prepare and submit for approval on behalf of The Participating Municipalities and County a revised and updated Plan as provided in RCW 70.95.080 and related provisions of law. Such Plan as finally prepared, amended, or modified shall be binding upon approval and adoption by The Participating Municipalities solid Waste management;
2. Responsibilities of The Participating Municipalities: The Participating Municipalities hereby reaffirm and agree:
 - a. To actively participate in the required review of the Plan;

29/291-292
only look to city 3-26-09

- b. To provide information and data on solid waste handling methods and recycling programs within respective jurisdictions;
 - c. To provide information and comments on proposed Plan revisions;
 - d. To review the revised Plan's "Preliminary Draft" phase;
 - e. Pursuant to RCW 70.95.080, review and determine whether to participate in the Plan;
 - f. To adopt the revised Plan prior to the Plan's "Final Draft" phase, or officially terminate participation in the 2002 Intergovernmental Agreement by vote of the legislative body and notice to The County.
3. **Financing:** Each Party shall be responsible for budgeting and financing its own obligations under this Agreement.
 4. **Duration:** This Agreement reaffirms certain responsibilities and obligations as stated in the Intergovernmental Agreement adopting the 1994 Pend Oreille County Solid Waste Plan and the 1992 Pend Oreille County Moderate Risk Plan, as amended in 2002, and shall continue until rescinded, terminated as herein provided, or until adoption of a subsequent Plan update.
 5. **Termination of Agreement:** Any of The Participating Municipalities may terminate their participation in the 2002 Intergovernmental Agreement by vote of the legislative body and notice to The County, provided they will then be obligated to prepare their own solid waste management plan pursuant to RCW 70.95.080. All reports or plans prepared pursuant to this Agreement shall remain the property of Pend Oreille County.
 6. **Liability:** Neither The Participating Municipalities or The County assumes liability for the actions or activities of the others, except as provided by law or as may be agreed by the Parties from time to time.
 7. **Amendments:** Amendments to this Agreement shall only be made by written agreement of all the parties hereto.

IN TESTIMONY WHEREOF, The Participating Municipalities and The County hereto have caused this Agreement to be executed by their duly authorized governing authorities as of the day and year first written above.

8. ATTEST:

E. Diane Brown
City Clerk

[Signature] City of Metaline
Mayor

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

_____ day of _____, 2008

Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON

[Signature] Chair
[Signature] Member
[Signature] Member

A 2009-14

**AMENDMENT TO THE 2002 INTERLOCAL AGREEMENT
REGARDING THE PEND OREILLE COUNTY SOLID WASTE MANAGEMENT PLAN & UPDATES**

This agreement is executed by and between Pend Oreille County, Washington ("The County") and the following governmental entities (hereinafter jointly referred to as "The Participating Municipalities"):

1. Newport, a municipal corporation
2. Cusick, a municipal corporation
3. Ione, a municipal corporation
4. Metaline, a municipal corporation
- ⑤ Metaline Falls, a municipal corporation

For the purpose to clarify and reaffirm The County and The Participating Municipalities (referred to herein collectively as the "Parties") respective responsibilities and obligations as outlined in the Intergovernmental Agreement adopting the "2002 Pend Oreille County Solid Waste and Moderate Risk Waste Plan Updates" of the "1994 Pend Oreille County Solid Waste Plan" and the "1992 Pend Oreille County Moderate Risk Waste Plan". The Parties make and enter into this Interlocal Agreement ("Agreement") effective this 12th day of December, 2008, for the purposes and under terms contained herein.

Definitions

For the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the Parties shall use the definitions found in RCW 70.95.030, WAC 173-350, and WAC 173-351, unless otherwise indicated herein.

Recitals

WHEREAS, The Participating Municipalities agreed to participate in and adopt, the "1994 Pend Oreille County Solid Waste Plan" and the "1992 Pend Oreille County Moderate Risk Waste Plan", amended in 2002, (hereinafter referred to as the "Plan"); and

WHEREAS, the Plan is to be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (WSDOE); and

WHEREAS, the Plan is currently under review for possible revisions to insure that it is viable, economically responsible, and contributing to the health and safety of all Pend Oreille County residents; and

WHEREAS, The Participating Municipalities are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW.

THEREFORE, in consideration of mutual promises and covenants herein, it is hereby agreed:

1. Authority and Responsibilities of the County: The Participating Municipalities hereby reaffirm the following authorities and obligations to be exercised and assumed by the County on behalf of The Participating Municipalities as provided by law. The County shall:
 - a. Have full authority to enter into contracts with and supervise consultants;
 - b. Coordinate efforts with the Solid Waste Advisory Committee as they review progress on Plan preparation, take public input, and make recommendation to the Board of County Commissioners;
 - c. Administer the costs of Plan preparation through the County's Solid Waste Management Fund, consisting of monies budgeted by the County and monies from available Department of Ecology grants;
 - d. Maintain accounts for the solid waste management program;
 - e. Prepare and submit for approval on behalf of The Participating Municipalities and County a revised and updated Plan as provided in RCW 70.95.080 and related provisions of law. Such Plan as finally prepared, amended, or modified shall be binding upon approval and adoption by The Participating Municipalities solid Waste management;
2. Responsibilities of The Participating Municipalities: The Participating Municipalities hereby reaffirm and agree:
 - a. To actively participate in the required review of the Plan;

orig
29/287-288
to
it 2/2

- b. To provide information and data on solid waste handling methods and recycling programs within respective jurisdictions;
- c. To provide information and comments on proposed Plan revisions;
- d. To review the revised Plan's "Preliminary Draft" phase;
- e. Pursuant to RCW 70.95.080, review and determine whether to participate in the Plan;
- f. To adopt the revised Plan prior to the Plan's "Final Draft" phase, or officially terminate participation in the 2002 Intergovernmental Agreement by vote of the legislative body and notice to The County.

3. **Financing:** Each Party shall be responsible for budgeting and financing its own obligations under this Agreement.

4. **Duration:** This Agreement reaffirms certain responsibilities and obligations as stated in the Intergovernmental Agreement adopting the 1994 Pend Oreille County Solid Waste Plan and the 1992 Pend Oreille County Moderate Risk Plan, as amended in 2002, and shall continue until rescinded, terminated as herein provided, or until adoption of a subsequent Plan update.

5. **Termination of Agreement:** Any of The Participating Municipalities may terminate their participation in the 2002 Intergovernmental Agreement by vote of the legislative body and notice to The County, provided they will then be obligated to prepare their own solid waste management plan pursuant to RCW 70.95.080. All reports or plans prepared pursuant to this Agreement shall remain the property of Pend Oreille County.

6. **Liability:** Neither The Participating Municipalities or The County assumes liability for the actions or activities of the others, except as provided by law or as may be agreed by the Parties from time to time.

7. **Amendments:** Amendments to this Agreement shall only be made by written agreement of all the parties hereto.

IN TESTIMONY WHEREOF, The Participating Municipalities and The County hereto have caused this Agreement to be executed by their duly authorized governing authorities as of the day and year first written above.

8. ATTEST:

Debra Mathews
City Clerk

City of Metaline Falls
Joe Young
Mayor

ATTEST:

Chris Myla
Clerk of the Board

APPROVED AS TO FORM:

_____ day of _____, 2008

Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON

Laura Merrill Chair
Kevin Wiley Member
John Hankey Member