

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
STEVENS COUNTY AND FERRY COUNTY  
FOR SURPLUS METAL SALES AND DISPOSAL OF RECYCLABLES**

This agreement is made and entered by and between Stevens County, a municipal corporation and Ferry County, a municipal corporation.

**WHEREAS**, under the provisions of RCW 39.34.030, the counties may enter into an interlocal agreement to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby provide services and facilities to meet the needs of local communities.

**WHEREAS**, Stevens County has entered into or anticipates entering into a contract to dispose of surplus metal collected at its landfill; and

**WHEREAS**, Stevens County collects certain recyclables at Stevens County recycling center in Colville; and

**WHEREAS**, Ferry County desires to dispose of its surplus metal utilizing the contract between Stevens County and its metal purchaser and desires to dispose of certain recyclables at the Stevens County recycling center in Colville;

**NOW, THEREFORE**, the counties do hereby agree and contract, as follows:

**Section a. Duration**

This agreement shall be for a term from date of last signature until terminated by either party.

**Section b. Separate legal entity not created**

No separate legal or administrative entity is created.

**Section c. Purpose**

The purpose of this agreement is

1. To allow Ferry County to dispose of its surplus collected metals through the contract let by Stevens County to sell its surplus collected metals to the highest and best bidder as determined by Stevens County from time to time; and
2. To allow Ferry County to dispose of certain recyclable materials at the Stevens County recycling center in Colville.

**Section d. Manner of financing joint undertaking**

Ferry County shall pay Stevens County ten percent (10%) of its net revenues receivable through the sale of the Ferry County metal. Stevens County shall allow Ferry County to dispose of certain recyclable materials as designated by Stevens County at the Stevens County recycling center in Colville at no charge to Ferry County.

**Section e. Termination**

Either party may terminate this agreement by providing at least thirty days written notice to the other party. Upon such termination Stevens County shall be entitled to pro rata compensation for service provided through termination.

**Section f. Other necessary and proper matters**

Ten percent of the Ferry County metal sales net proceeds will be held out of their check upon the sale of the metal and shall be paid to Stevens County.

All Ferry County vehicles will be weighed in and out at the landfill to get accurate weights.

All appliances that have refrigerants must be recovered by certified personnel and each unit must be marked with an "R" indicating Freon Recovery.

Stevens County will go out for competitive bids for the metal sale at least annually depending on market prices.

Stevens County shall keep Ferry County informed as to what recyclable materials will be accepted by Stevens County.

**Section g. Administrator or joint board**

The Board of County Commissioners of each county shall administer the provisions of this agreement.

**Section h. Manner of acquiring and holding property**

No property shall be acquired nor held through this agreement.

Each county shall file a copy of this agreement with their respective County Auditors.

<p>Stevens County</p> <p>By: <u>Larry Guenth</u> Chairman of the Board</p> <p><u>[Signature]</u> Commissioner</p> <p><u>[Signature]</u> Commissioner</p> <p>Date signed: <u>6-21-2010</u></p> <p>Attest: <u>[Signature]</u> Clerk</p>	<p>Ferry County</p> <p>By: <u>ABSENT</u> Chairman of the Board</p> <p><u>[Signature]</u> Commissioner</p> <p><u>[Signature]</u> Commissioner</p> <p>Date signed: <u>6/14/10</u></p> <p>Attest: <u>[Signature]</u> Clerk</p>
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