



**Agenda Sheet for City Council Meeting of:**  
11/03/2014

<b>Date Rec'd</b>	10/22/2014
<b>Clerk's File #</b>	OPR 2014-0727
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 1989-0727
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	SPOKANE REGIONAL SOLID WASTE
<b>Contact Name/Phone</b>	KEN GIMPEL 625-6532
<b>Contact E-Mail</b>	KGIMPEL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 INTERLOCAL AGREEMENT WITH MEDICAL LAKE

**Agenda Wording**

Interlocal Agreement with Medical Lake for disposal of solid waste at the Waste to Energy Facility November 17, 2014, to November 16, 2021. Revenue \$1,700,000.00 over 7 years.

**Summary (Background)**

This Interlocal Agreement formally terminates the 1989 Interlocal Agreement between the City and Medical Lake as of November 16, 2014, and establishes terms and conditions between the City and Medical Lake for disposal of all solid waste collected within Medical Lake, which is to be delivered to Spokane's Waste to Energy Facility. It also establishes terms and conditions for continued service to Medical Lake self haul customers who deliver solid waste, yard waste, recyclables, and household

<b>Fiscal Impact</b>	<b>Budget Account</b>
Revenue \$ 1,700,000.00	# 4490-44110-37052-34363
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GIMPEL, KEN	<b>Study Session</b>	
<b>Division Director</b>	ROMERO, RICK	<b>Other</b>	
<b>Finance</b>	LESERNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	SCHOEDEL, ELIZABETH	ttauscher@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	cmarchand@spokanecity.org	
<b>Additional Approvals</b>		<i>Sfaught</i>	
<b>Purchasing</b>			

APPROVED BY SPOKANE CITY COUNCIL ON

11/3/2014  
  
 SPOKANE CITY CLERK



## Continuation of Wording, Summary, Budget, and Distribution

### **Agenda Wording**

### **Summary (Background)**

hazardous waste to the waste to energy facility. Medical Lake or its contracted solid waste collection provider will pay Spokane \$70.50 per ton for each ton of solid waste delivered to the waste to energy facility from Medical Lake, adjusted annually on January 1 per CPI. Residents of Medical Lake who choose to self haul waste to the waste to energy facility shall be charged the then current Spokane waste to energy gate fee directly at the waste to energy weigh station.

### **Fiscal Impact**

Select \$

### **Budget Account**

#

Select \$

#

### **Distribution List**


City of Spokane No. OPR 2014- 0727  
City of MEDICAL LAKE No. \_\_\_\_\_

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MEDICAL LAKE AND THE CITY OF SPOKANE  
FOR DISPOSAL OF SOLID WASTE**

This WASTE DISPOSAL AGREEMENT (this "**Agreement**") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of MEDICAL LAKE, a municipal corporation of the State of Washington ("**MEDICAL LAKE**") and the City of Spokane, a municipal corporation of the State of Washington ("**SPOKANE**"). MEDICAL LAKE and Spokane are each sometimes referred to herein as "**Party**" and collectively as "**Parties**."

**RECITALS**

A. WHEREAS, MEDICAL LAKE on August 28, 1989 entered into "An Interlocal Agreement between the City of Spokane, Spokane County and the City of MEDICAL LAKE" (City Clerk's OPR 89-727) (the "**Interlocal Agreement**") to control the management, handling, and disposal of solid waste within MEDICAL LAKE.

B. WHEREAS, The Interlocal Agreement was for a term of twenty five (25) years or for so long as bonds remained outstanding, which date is on or about November 16, 2014 (the "**Interlocal Agreement Expiration Date**").

C. WHEREAS, On November 17, 2014, subsequent to the Interlocal Agreement Expiration Date, SPOKANE will own and operate the Waste to Energy Facility located at 2900 South Geiger Blvd., Spokane, Washington, 99224, including the solid waste incinerator and the portion of the facility that serves the general public (the "**WTE**").

D. WHEREAS, MEDICAL LAKE, by and through an open meeting of the MEDICAL LAKE City Council held on October 7, 2014 has decided to enter into a new Interlocal Agreement with Spokane County for the management of solid waste, and has provided appropriate notice to Spokane County regarding the same.

E. WHEREAS, MEDICAL LAKE has identified the WTE as a disposal site capable of processing Municipal Waste from mixed residential, commercial, and industrial sources. The WTE is capable of processing Municipal Waste from mixed residential, commercial, and industrial sources.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter and the recitals referenced above, the Parties do mutually agree as follows:

**SECTION NO. 1: PURPOSE**

The purposes of this Agreement are to:

- A. Formally terminate the 1989 Interlocal Agreement as of November 16, 2014. Effective November 17, 2014, this Agreement will replace all terms and conditions contained in the 1989 Agreement; and
- B. Establish the terms and conditions between MEDICAL LAKE and SPOKANE for the disposal of all solid waste collected within MEDICAL LAKE, which is to be delivered to SPOKANE's WTE after November 17, 2014; and
- C. Establish flow control requirements to be maintained by MEDICAL LAKE to ensure all solid waste collected within MEDICAL LAKE by the City or its contracted solid waste collection service provider be delivered to SPOKANE'S WTE for proper disposal; and
- D. Establish the terms and conditions for continued service to MEDICAL LAKE self haul customers who deliver solid waste, yard waste, recyclables and household hazardous waste to the WTE.

**SECTION NO. 2: DEFINITIONS**

As used in this Agreement, the following words, unless the context otherwise dictates, shall have the following meanings:

- A. **MEDICAL LAKE-** means the City of MEDICAL LAKE, or any vendor contracted by MEDICAL LAKE for services related to the management of solid waste.
- B. **MEDICAL LAKE Disposal Rate** means the per ton disposal fee, as outlined in Section 5 of this Agreement, that MEDICAL LAKE or its contracted solid waste collection service provider on behalf of MEDICAL LAKE shall pay SPOKANE for each ton of solid waste delivered to the WTE by MEDICAL LAKE's owned and operated commercial vehicles or MEDICAL LAKE'S contracted solid waste collection service provider.
- C. **Dangerous Wastes** - means any discarded, useless, unwanted, or abandoned substances, including but not limited to certain pesticides, or any residues or containers of such substances which are disposed of in such quantity or concentration as to pose a substantial present or potential hazard to human health, wildlife, or the environment, because such wastes or constituents or combinations of such wastes:
  - 1) Have short-lived, toxic properties that may cause death, injury, or illness or have mutagenic, teratogenic, or carcinogenic properties; or

- 2) Are corrosive, explosive, flammable, or may generate pressure through decomposition or other means.
- D. **Extremely Hazardous Waste** —means any dangerous waste which:
- 1) Will persist in a hazardous form for several years or more at a disposal site and which in its persistent form:
    - a. Presents a significant environmental hazard and may be concentrated by living organisms through a food chain or may affect the genetic make-up of human beings or wildlife, and
    - b. Is highly toxic to human beings or wildlife.
  - 2) If disposed of at a disposal site in such quantities as would present an extreme hazard to human beings or the environment.
- E. **Gate Fee** - means the per ton disposal fee outlined in SECTION NO. 5 of this Agreement. MEDICAL LAKE' residents who direct haul solid waste shall pay SPOKANE for each ton of solid waste delivered to the WTE as self haul waste, as defined in Section 5.
- F. **Hazardous Waste** - means and includes all dangerous and extremely hazardous waste, including substances composed of both radioactive and hazardous components.
- G. **Moderate-Risk Waste** – means:
- 1) any waste that exhibits any of the properties of hazardous waste, but is exempt from regulation under chapter 70.105 RCW solely because the waste is generated in quantities below the threshold for regulation; and
  - 2) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances.
- H. **Nonprocessable Waste** - means any solid waste that SPOKANE deems to be unacceptable at the WTE.
- I. **Solid Waste or Wastes** - means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to; garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.
- J. **Waste To Energy Facility, WTE, or Facility** - means that solid waste facility located at 2900 South Geiger Boulevard, Spokane, Washington 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

### **SECTION NO. 3: DURATION**

- A. This Agreement shall be effective 12:00 A.M. on November 17, 2014 ("Commencement Date") and run through 11:59 P.M. on November 16, 2021, unless MEDICAL LAKE provides written notice of termination as provided under subparagraph C of this Agreement. Under no circumstances shall this Agreement be terminated prior to the end of three (3) years or before November 16, 2017.

Any notice of termination shall be provided in writing and not later than six (6) months prior to the effective date. Notwithstanding the above provisions, this Agreement may be extended in one (1) year increments for a total of three (3) additional years, or as otherwise agreed upon by the Parties (the "Extension Term").

- B. **Extension Terms.** At least ninety (90) days prior to expiration of the Initial Term or an Extension Term, a party may deliver written notice of intent to renew this Agreement. The Notice shall propose the period and terms of renewal. The party receiving the notice shall within ten (10) days of delivery respond by stating its intent to renew this Agreement. Thereafter, the Parties shall negotiate the Extension Term in good faith. No response by the party receiving the notice shall be deemed a refusal to extend this Agreement.
- C. **Termination.** This Agreement shall be in effect for seven (7) years. After two (2) years, MEDICAL LAKE shall have the option to provide to SPOKANE six (6) months prior written notice of its intent to terminate this Agreement. Should MEDICAL LAKE exercise this early termination option, it will be effective no earlier than the end of three (3) years (November 16, 2017, or any other later time prior to the seven (7) year term of the Agreement.

### **SECTION NO. 4: DISPOSAL SERVICES**

- A. **Scope of Services.** MEDICAL LAKE, or residents of MEDICAL LAKE who choose to "self-haul" waste, shall deliver all Acceptable Waste, as defined in subparagraph B below, to the WTE. Once delivered to the WTE, SPOKANE shall be responsible for all costs associated with the disposal of the Acceptable Waste, including, but not limited to; incineration, ash disposal, by-pass of unburned materials, and all maintenance, operation, repairs and ordinary renewals and replacements necessary for the operation of the WTE. Once Municipal Waste enters the WTE, SPOKANE shall be responsible for determining its weight.
- B. **Acceptable Waste.** The following shall be acceptable waste at the WTE:
- 1) **"Municipal Waste"** including, but not limited to, Solid Waste from mixed residential, commercial, and industrial sources.
  - 2) **"Self Haul"** means solid waste delivered to the WTE by the public in privately owned and operated vehicles.

- 3) **"Solid Waste"** meaning all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, yard debris, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

The above definitions shall be automatically amended to conform to all WTE permits and operating requirements established by state and federal authorities.

- C. **Guaranteed Capacity.** The guaranteed minimum available capacity for Acceptable Waste shall be two-hundred forty-eight thousand two hundred (248,200) tons per year.
- D. **Primary Services.** The WTE shall be maintained in good working order and repair so as to allow MEDICAL LAKE to dispose of its Municipal Waste without interruption or unreasonable delay. Municipal Waste may be delivered and shall be received at the WTE during all regular hours of operation unless otherwise agreed.

#### **SECTION NO. 5: DISPOSAL RATE; BILLING**

- A. **MEDICAL LAKE Disposal Rate.** MEDICAL LAKE or its contracted solid waste collection service provider will pay to SPOKANE seventy dollars and fifty cents (\$70.50) per ton for each ton of Municipal Waste delivered to the WTE from MEDICAL LAKE (the **"MEDICAL LAKE Disposal Rate"**). The MEDICAL LAKE Disposal Rate shall be inclusive of all costs, including applicable taxes. SPOKANE agrees not to exceed the authority granted under state or local law, including taxing authority.
- B. **"Self-Haul Rate"** in the event residents of MEDICAL LAKE choose to self-haul Acceptable Waste to the WTE, those residents shall be charged the then current SPOKANE WTE Gate Fee (the **"Self-Haul Disposal Rate"**). For purposes of this Section those residents who self-haul shall have the waste weighed upon entry into the WTE and shall, at that point, pay the WTE Gate Fee directly to the WTE at the WTE weigh station.
- C. **Rate Adjustment.**

On January 1<sup>st</sup> of each year following 2016, the CITY will adjust the MEDICAL LAKE Disposal Rate to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index, all Items for All Urban Consumers (CPI-U) (the "Index"). The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index number for October of the just-completed year by the Index number for October of the previous year. In the event the Index number stays the same or decreases, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number, and shall be computed using the previous highest Index number.

Example Calculation of Annual Rate Adjustments:

	INDEX	ADJUST FACTOR	COUNTY DISPOSAL RATE
Base Yr.N	125		\$70.50
N+1	128.844	1.030752	\$72.67
N+2	133.315	1.034710	\$75.19
N+3*	132.474	No change	\$75.19
N+4**	133	No change	\$75.19
N+5	137.748	1.033252	\$77.69
N+6	140.054	1.016741	\$78.99
* No change-Index decreased			
** No charge-Index did not exceed highest previous Index			

- D. **Invoicing and Payment.** SPOKANE shall, through invoice, bill MEDICAL LAKE or its contracted solid waste collection service provider the MEDICAL LAKE Disposal Rate on or before the 20<sup>th</sup> day of the month for services rendered the previous month. The invoice shall contain the dates of disposal, weight of Solid Waste, disposal cost per ton, and such other information as necessary to support the invoiced amount due. MEDICAL LAKE or its contracted solid waste collection service provider will pay SPOKANE within thirty (30) calendar days of receiving the invoice.
- E. **Billing Questions and Disputes.** If MEDICAL LAKE has any questions, or desires further information, or has a dispute regarding the invoice, MEDICAL LAKE shall advise SPOKANE in writing within ten (10) business days of invoice receipt. Notwithstanding payment of an invoice as set forth in section 4.3, MEDICAL LAKE reserves the right, and SPOKANE acknowledges the right to dispute amounts paid without the necessity of making such payment "under protest." Any dispute between the Parties as to an invoice shall be resolved pursuant to Section 8.4 of this Agreement. Past due invoices shall accrue interest at the current local government investment pool rate - until paid.



#### **SECTION NO. 6: AUDIT / RECORDS**

MEDICAL LAKE shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. MEDICAL LAKE shall provide access to authorized SPOKANE representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SPOKANE shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. SPOKANE shall provide access to authorized MEDICAL LAKE representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **SECTION NO. 7: LIABILITY**

Each Party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its directors, its agents or its officers. The Parties shall each indemnify, defend and hold harmless the other Party, its officers and employees from all claims, demands, or suits in law or equity arising from the Party's intentional or negligent acts or breach of any obligations under this Agreement.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer's or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of this Agreement. Each Party waives, with respect to the other Party only, its immunity under Chapter 51 of the Revised Code of Washington ("RCW"), "Industrial Insurance." The Parties have specifically negotiated this provision. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

#### **SECTION NO. 8: INSURANCE**

During the term of this Agreement, SPOKANE and MEDICAL LAKE or its contracted solid waste collection service provider shall each maintain in force at its own expense, the following insurance coverage or self-insurance:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement, if any. This coverage must remain in effect for two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without providing thirty (30) days written notice from a Party or its insurer(s) to the other Party. Verification of insurance shall be provided upon request.

**SECTION NO. 9: RELATIONSHIP OF THE PARTIES**

The relationship between the Parties is that of independent contractors. Neither Party, nor its agents and employees, shall under any circumstances be deemed an agent or representative of the other Party and neither shall have authority to act for and/or bind the other in any way, or represent that it is in any way responsible for acts of the other Party. This Agreement does not establish a joint venture, agency, or partnership between the Parties.

**SECTION NO. 10: MISCELLANEOUS**

- A. **Assignment and Delegation.** This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign or delegate, in whole or in part, its interest in this Agreement without the prior written approval of the other Party, which shall not be unreasonably withheld.
- B. **Notices and Other Communications.** All notices, approvals, consents, and other communications required or permitted pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by facsimile or prepaid courier or registered mail, to a Party at the address set forth below, or at such other address provided by such Party via written notice. Such communications shall become effective on the day when delivered by hand or the first (1<sup>st</sup>) business day following delivery by any other means.

**If to MEDICAL LAKE:**

City of MEDICAL LAKE  
Attn: Mayor or Designee  
P.O. Box 369  
Medical Lake, WA 99022

**If to the SPOKANE:**

City of SPOKANE  
Attn: Mayor or Designee  
Seventh Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

**With Copy To:**

City of Medical Lake  
Attn: City Administrator  
P.O. Box 369  
Medical Lake, WA 99022

**With Copy To:**

City of Spokane  
Attn: City Attorney  
Fifth Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

- C. **Governing Law; Venue.** This Agreement is entered into, and its interpretation and enforcement, shall be governed exclusively by its terms and by the laws of the State of Washington, United States of America, without giving effect to that body of laws pertaining to conflict of laws. Any action brought by either Party against the other Party for claims arising out of this Agreement shall only be brought in a court of competent jurisdiction in Spokane County, Washington.
- D. **Meet and Confer / Arbitration.** If either Party has a claim or dispute under this Agreement, notice of the same shall be sent to the other Party. The notice shall provide a brief description of the dispute.
- 1) **Meet and Confer.** Within five (5) business days of the notice, the Parties shall meet and confer to resolve the dispute. If the Parties are unable to resolve the dispute within ten (10) business days of the notice, either party may seek arbitration.
  - 2) **Arbitration.** Arbitration shall be conducted in accordance with the JAMS Arbitration Rules or by an Alternate Dispute Resolution Process that can be mutually agreed upon. The arbitrator's fees and costs shall be equally shared. The arbitrator's decision shall be final, binding on the Parties and enforceable pursuant to RCW Chapter 7.04A.
- E. **Attorneys' Fees.** If any suit is brought or legal action is taken for the enforcement of any provision of this Agreement or as a result of any alleged breach thereof or for a declaration of any right or duty hereunder, the Party who substantially prevails in such suit or legal action shall be paid reasonable attorneys' fees from the Party who does not substantially prevail, and any judgment or decree rendered shall include an award thereof.
- F. **Entire Agreement.** This Agreement embodies the entire understanding among the Parties, is merged and fully integrated, and supersedes any and all prior negotiations, understandings, or agreements.

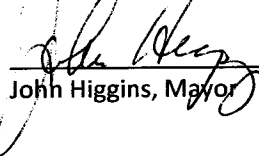
- G. **Third Parties.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.
- H. **Anti-kickback.** No officer or employee of MEDICAL LAKE, having the power or duty to perform an official act or action related to this Agreement, shall have, or acquire, any interest in this Agreement, or have solicited, accepted, or granted, a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
- I. **Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the Parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.
- J. **Amendment; Waivers.** This Agreement shall not be amended, supplemented or modified except in writing executed by authorized representatives of the Parties, with the same formality of this Agreement. Waiver by a Party of any breach of any provision of this Agreement by the other Party shall not operate, or be construed, as a waiver of any subsequent or other breach and no Party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of that Party.
- K. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and either Party may execute this Agreement by signing any such counterpart. Signed counterparts executed and delivered by electronic mail or facsimile transmission shall be binding on the Parties and have the same force and effect as an original signed counterpart.
- L. **Representations and Warranties.** Each Party represents and warrants that it has executed this Agreement freely, fully intending to be bound by the terms and provisions contained herein; that it has full power and authority to execute, deliver and perform this Agreement; that the person signing this Agreement on behalf of such Party has properly been authorized and empowered to enter into this Agreement by and on behalf of such Party; that prior to the date of this Agreement, all corporate action of such Party necessary for the execution, delivery and performance of this Agreement by such Party has been duly taken; and that this Agreement has been duly authorized and executed by such Party, is the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.
- M. **Compliance with Laws.** The Parties shall observe all federal, state and local laws, ordinances and regulations; to the extent they may be applicable to the terms of this Agreement.

**SECTION NO. 11: RCW 39.34 REQUIRED CLAUSES**

- A. **Purpose:** See Section No. 1 above.
- B. **Duration:** See Section No. 3 above.
- C. **Organization of Separate Entity and Its Powers:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **Responsibilities of the Parties:** See provisions above.
- E. **Agreement to be Filed:** SPOKANE shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. MEDICAL LAKE shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source.
- F. **Financing:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **Termination:** This Agreement can be terminated in accordance with Section 3.
- H. **Property Upon Termination:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

THE CITY OF MEDICAL LAKE:

  
\_\_\_\_\_  
John Higgins, Mayor


THE CITY OF SPOKANE:

  
\_\_\_\_\_  
David A. Condon, Mayor 11-6-2014

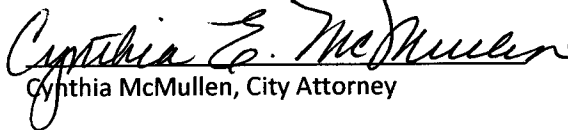
ATTEST:

  
\_\_\_\_\_  
Jennifer Hough, Clerk Finance Director

ATTEST:

  
\_\_\_\_\_  
Terry Pfister, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Cynthia McMullen, City Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

