

RENTAL AGREEMENT FOR RENTAL OF SOLID WASTE TRANSFER STATION

This agreement, executed in duplicate between Lewis County, a municipal corporation (hereinafter referred to as the "County"), and Lewis County Solid Waste Disposal District #1, a quasi-municipal corporation (hereinafter referred to as the "District"), dated December 13, 2022

WITNESSETH:

Whereas, counties and solid waste disposal districts have the authority to provide for disposal of solid wastes and are authorized under provisions of Chapter 39.34 RCW and RCW 39.34.080 to contract with one another for the provision of any governmental service, activity, or undertaking that each public agency entering into the agreement is authorized by law to perform, and

Whereas, the County constructed a solid waste transfer station (the "Facility") on approximately ten (10) acres of leased property at **1411 South Tower Avenue, Centralia, Washington**, at a cost of \$4,985,625; and,

Whereas, the County is authorized to enter into a lease agreement with the District, pursuant to RCW 36.34.180 and LCC 3.30.450 et seq.; and,

Whereas, the District has leased the Facility from the County since April 1, 1994, which has allowed the District to use the Facility to meet its obligations to customers within the boundaries of the District; and,

Whereas, the County is willing and able to continue renting the Facility to the District based upon an agreed monthly rate, as described in Section III of this agreement; and,

Whereas, Section VII, "Reopener," of the original 1994 rental agreement allows the renegotiation of Sections III, IV, and V of the agreement; therefore, Section III, "Rental Amount," was renegotiated, and after the Facility was appraised by the Real Estate Division of the Lewis County Dept. of Public Works, and upon mutual consent of the County and the District within one year's notice, the payment amount increased from \$38,700 to \$51,000, effective January 1, 2010; and,

Whereas, RCW 36.34.160 states that prior to a board of county commissioners making a decision regarding the lease of property, notice of the intention to lease must be published in a legal newspaper at least once a week for a duration of three weeks, and a notice of the intention to lease must also be visibly posted in the courthouse for the same period of time; and,

Whereas, RCW 36.34.160 also states that said notice will announce that the board of county commissioners plan to meet at the county courthouse on a designated day and time within a week after three weeks of publication of the notice, and that the public may appear and comment on this agreement during said meeting; and,

Whereas, the notice of intention to lease was published and posted as required in RCW 36.34.160, and a public hearing was held during a meeting of the County on December 13, 2022, during which the public was given the opportunity to appear and comment on this agreement.

IT IS HEREBY AGREED AS FOLLOWS:

I. Term of Agreement

This agreement shall be effective from January 1, 2023 through December 31, 2024.

II. Scope of Agreement.

This agreement is for the rental of the Facility owned by the County and operated by the County Department of Public Works, Solid Waste Division, pursuant to an interlocal agreement with the District.

III. Rental Amount.

The monthly rental for the Facility shall be Fifty-One Thousand Dollars (\$51,000), payable monthly to the County by the District.

IV. Obligations of the County

The County shall be responsible for:

1. Insuring the Facility.
2. Any bonded debt associated with the construction of the facility.
3. Payment for non-routine repairs.

V. Obligations of the District

The District shall be responsible for:

1. Maintenance and upkeep of the Facility.
2. Payment for routine repairs.

VI. Termination.

This agreement may not be terminated by either party without written consent of the other party received 90-days in advance.

VII. Reopener.

Sections III, IV, and V of this agreement may be renegotiated upon mutual consent of the County and the District with one year's notice.

This agreement shall become effective upon signature by all parties hereto and upon its filing with the Lewis County Auditor and the Washington Secretary of State.

ATTEST:

Rieva Lester, Clerk of the Board

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

Lindsey R. Pollock, DVM, Chair

Sean D. Swope, Vice Chair

F. Lee Grose, Commissioner

ATTEST:

Josh Metcalf, Clerk of the Board

**LEWIS COUNTY SOLID WASTE
DISPOSAL DISTRICT NO. 1**

Sean D. Swope, Chair

APPROVED AS TO FORM:

Prosecuting Attorney

Chief Civil Deputy