

**HOST FEE AGREEMENT
BETWEEN CITY OF CENTRALIA
AND
LEWIS COUNTY SOLID WASTE DISPOSAL DISTRICT #1**

This Host Fee Agreement (“Agreement”) is made and entered into between the City of Centralia, a Washington municipal corporation, (“City”) and Lewis County Solid Waste Disposal District #1, a quasi-municipal corporation and independent taxing district (“District”).

WHEREAS the parties have previously entered into agreements for the location of the Lewis County Solid Waste Central Transfer Station (the “Station”) at the Centralia Landfill; and

WHEREAS, the parties have previously entered into agreements, dated March 28, 1994; June 13, 2006; December 17, 2012; and January 1, 2019, regarding the operation of the Station, the responsibilities of each party related to that operation, and the applicable fees to be paid.


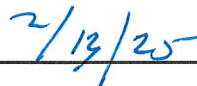
NOW THEREFORE, the parties agree to the following terms and conditions:

1. Proposal. For and in consideration of the terms and conditions of this Agreement, the City hereby leases to the District the real property, fixtures, and equipment (hereinafter the “Parcels”) described on the attached Exhibit A. The District shall have sole authority over said Parcels, except as otherwise stated herein, for the purpose of operating and maintaining a solid waste transfer station.
2. Term. The length of this Agreement shall be for a period of five years, effective from the date of signature by both parties. The District shall have an option to renew this Agreement for additional five-year terms up to a maximum of 50 years. Notification of intent to exercise the option must be given no later than six months prior to the expiration of a term.
3. Option to Cancel. Should the District choose to leave the sites during the five years, the District will provide a minimum of six months notification. At any time, the District may leave the sites with no financial obligation or money owed to the City, provided that appropriate written notice of intent to leave the sites has been given to the City.
4. Ownership of Facilities. All structures erected and maintained by Lewis County (the “County”) shall remain the property of the County during the term of this Agreement. At the expiration of this Agreement, or at such time as the District provides notice that they will no longer be using the Parcels for a transfer station, the City, the District, and County shall negotiate the conditions in which the sites must be left prior to vacation. The District will remove all non-permanent equipment and materials from the site unless the District will use the site for another facility.
5. Maintenance of Facilities. The District shall be responsible for maintaining the Parcels according to WAC 173-350 Solid Waste Handling Standards.
6. Rental Fee.
 - a. For and in consideration of this Agreement, the District agrees to pay to the City lease payments of \$16,750.00 per month. The District agrees to pay the City on a monthly basis. The City will issue an invoice by the first of the month. The District will pay this invoice net 30 days.

- b. For the duration of this Agreement, the District also agrees to allow the City to up to 30 tons of municipal solid waste annually from special events or clean-up projects conducted by the City free of charge and up to 150 tons of decant material or street sweepings annually at cost. Specific waste utilized in the free or at cost tonnage must be approved by the solid waste manager in writing prior to disposal. If prior notice is not received and approval is not given, any waste received will be billed to the City. The lease payments and dumping herein described represent the rental value of the site, a recognition of the value of the relationship between the parties, and the importance of this Agreement to the City's operations. The free and at-cost disposal described above are subject to the following limitations: (i) for waste streams not already covered by a Cowlitz County Landfill waste profile form, the City shall complete such a form two weeks prior to disposal and Cowlitz County's approval must be obtained prior to disposal and (ii) the free and at-cost disposal tonnage shall be completed before December 1 of each year or the City will be responsible for charges incurred.
 - c. In the event the County or District no longer processes solid waste at the Station but wishes to continue to use the facility for other purposes, a new rental fee shall be negotiated and agreed to between the parties prior to the new use commencing.
 - d. Renegotiated rental/host fees, whether for a new term or as a result of exercising a re-opener clause, shall be initiated by direct negotiation between the parties 12 months prior to the renegotiated fee going into effect. If an agreement has not been reached six months prior to the effective date, the parties shall use the services of a mediator. If an agreement still has not been reached two months prior to the effective date, the parties shall enter into binding arbitration. A representative of each party shall meet to agree on a mutual arbitrator. The decision of the arbitrator shall be binding on the parties. Costs of the arbitration shall be shared equally. Failure to meet the timelines above does not void this agreement or further attempts to resolve disputes. Once mediation is authorized, the District shall pay the lease payments under this Agreement into escrow pending resolution of the dispute via mediation and/or arbitration.
7. Effective Date. This Agreement shall become binding and effective upon the parties at the time it is signed. This Agreement shall be for a period of five years to begin January 1, 2025, through December 31, 2029.
 8. Permits. The County or District shall bear the sole responsibility for acquiring and complying with all needed permits and licenses.
 9. No Liens. The District and the County shall not permit any liens or encumbrances to attach to the Parcels and shall defend and hold the City harmless therefrom.
 10. Duplicate Originals. This Agreement may be signed in duplicate originals. It shall be effective if both parties' authorized representatives sign a copy of the document, even if no single copy contains all the signatures.
 11. Mutual Continuation of Prior Agreement. After the expiration of the prior agreement and pending negotiation of this agreement, the parties each continued performing under the prior agreement as if unchanged. In consideration of the prior performance as having been governed in full by the prior agreement, the prior agreement shall be deemed effective between the parties until this agreement takes full force and effect.

ACCEPTANCE PROVISIONS

The parties acknowledge they have read and understand this Agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CENTRALIA	LEWIS COUNTY SOLID WASTE DISPOSAL DISTRICT #1
 _____ City Manager	_____ Chairman
 _____ Date	_____ Date

CITY OF CENTRALIA, WASHINGTON

BY:

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

JONATHAN MEYER, PROSECUTING ATTORNEY

By:

David Bailey, Chief Civil Deputy

**LEWIS COUNTY SOLID WASTE
DISPOSAL DISTRICT #1**

Commissioner Sean D. Swope, Chairman

Commissioner Lindsey R. Pollock, DVM

Commissioner Scott J. Brummer

ATTEST:

Clerk of the Board