

## **Appendix F**

# **Interlocal Agreements**



**Clark Regional Wastewater District and City of Vancouver  
Coordination of Services Agreement**

**June 28, 2010**



## **CLARK REGIONAL WASTEWATER DISTRICT AND CITY OF VANCOUVER COORDINATION OF SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between CLARK REGIONAL WASTEWATER DISTRICT, Clark County, Washington ("District") and the CITY OF VANCOUVER, Washington ("City"), each a Washington municipal corporation.

### **RECITALS**

A. The District and the City both operate wastewater collection systems. The District's wastewater is treated at the City's Westside Wastewater Reclamation Facility and the Clark County's Salmon Creek Treatment Plant. The City's wastewater is treated at the City's Westside and Marine Park Wastewater Reclamation Facilities.

B. A significant portion of the District's territory lies within the City's urban growth area. Pursuant to the Growth Management Act and the City's comprehensive plan, the City will annex the urban growth area within the District's territory.

C. The City is authorized by state law to assume the ownership, operation and maintenance of the portion of the District's wastewater system that lies within an annexed area, and to assume ownership, operation and maintenance of all of the District's wastewater system when either 60% of the assessed value of real property in the District or 60% of the area of the District is included within the City.

D. In order for the District and the City to serve well their respective customers, and to collect and treat efficiently and effectively the wastewater generated by those customers, the District and the City should coordinate and plan cooperatively their services, facilities and annexations, as well as City assumptions.

E. The District and the City desire to enter into this Agreement to coordinate and plan cooperatively their services, facilities and annexations, as well as City assumptions.

### **AGREEMENT**

In consideration of the following terms and conditions, the District and the City agree as follows:

1. City assumption of entire District.

1.1 The City shall notify the District when at least 45% of the assessed valuation of the real property of the District is within the City or at least 45% of the area of the District is within the City.

1.2 In consideration of the forbearance of its rights to assume the District under Chapter 35.13A RCW, and receipt of the Interlocal Operating Fee to be paid by the District to the City as set forth in Section 7.6, the City agrees that it shall assume the entire District on January 1 of the year following the date on which (1) at least 60% of the assessed valuation of the real property of the District is within the City or at least 60% of the area of the District is within City and (2) at least twelve (12) years have elapsed since the effective date of this Agreement; provided, that if such date is on or after September 1, then the assumption shall occur on January 1 of the second year following such date. This assumption shall be referred to in this Agreement as the "District assumption," and shall be carried out in accordance with RCW 35.13A.020 and 35.13A.030. The assessed valuation of the District shall include the Meadow Glade and Hockinson areas of Clark County. Except for the portions of Meadow Glade that are located within the city limits of the City of Battle Ground, the assessed valuation of the real property of the District shall not include the incorporated area and urban growth area of other cities and towns.

1.3 Prior to the District assumption, the City shall not assume portions of the District pursuant to RCW 35.13A.040 (less than 60% of area or valuation).

1.4 Upon the District assumption, (1) all property and rights of the District shall become the property and rights of the City, subject to all outstanding contractual obligations and indebtedness of the District, and (2) the City shall assume the obligation of paying and providing for all outstanding contractual obligations and indebtedness of the District, all as required and authorized by RCW 35.13A.030 and 35.13A.020.

1.5 The District assumption, and any other City assumptions, shall be governed by Chapter 35.13A RCW as of the effective date of this Agreement.

1.6 Unless provided otherwise in this Agreement, all rights and obligations of this Agreement shall continue until the District assumption.

2. Planning for City annexations. The City shall notify the District of a proposed City annexation of the District's service area. The District's service area is defined as the land that is proposed to be served by the District in the District comprehensive plan or a District resolution ("District's service area"). Where the annexation is initiated by petition, letter or written notice, the City shall notify the District when the petition, letter or notice (1) is distributed to the City Council for setting of a meeting or hearing date, or (2) is sent to Clark County and the fire protection district with jurisdiction over the proposed annexation area, as applicable. Where the annexation is initiated by City Council resolution, the City shall notify the District at least 30 days before adopting such resolution.

3. District support of City annexations. The District shall not oppose or object to a proposed City annexation within the District's service area, but may provide comments to the City regarding the proposed annexation. The District may send to District

customers a notice of a proposed City annexation and the effects of such annexation on District customers, as long as the District provides a draft of the notice to the City at least 30 days prior to issuance of the notice.

4. Planning for District annexations. The District shall notify the City of a proposed District annexation. Where the annexation is initiated by notice or petition of property owners or residents, the District shall notify the City at least 30 days before the notice or the petition is first presented to Board of Commissioners for consideration or for setting the date of a meeting or hearing. Where the annexation is initiated by resolution of the Board of Commissioners, the District shall notify the City at least 30 days before adopting such resolution.

5. City support of District annexations. The City shall not oppose or object to a proposed District annexation, but may provide comments to the District regarding the proposed annexation. The City may send to City customers a notice of a proposed District annexation and the effects of such annexation on City customers, as long as the City provides a draft of the notice to the District at least 30 days prior to issuance of the notice.

6. District comprehensive plan amendments.

6.1 The City shall not oppose or object to proposed or adopted District comprehensive plan amendments.

6.2 The District shall notify the City at least 30 days before adoption of a resolution approving a District comprehensive plan amendment.

6.3 The District comprehensive plan shall (1) include facilities to serve the District territory and the District's service area, (2) provide for service to all District customers, and (3) provide that where the District is unable to provide service to the District territory or the District's service area that flows to the City treatment plant, the City is the logical service provider for such territory or service area.

7. Jurisdiction over customers and facilities in annexed areas; Interlocal Operating Fee. Upon City annexation of District land:

7.1 The District shall retain its customers in the annexation area;

7.2 The District shall retain ownership and control of and jurisdiction over wastewater facilities, structures and buildings in the annexation area;

7.3 The District laws and regulations shall continue to apply in the annexation area;

7.4 The City shall incorporate applicable portions of the District

comprehensive plan into the City capital facilities plan and the capital facilities plan element of the City comprehensive plan;

7.5 The District shall continue to set wastewater rates and charges in accordance with the principles and factors of RCW 57.08.005 and 57.08.081, as presently in effect or as hereafter amended; and

7.6 In consideration of and as compensation for the City's forbearance of its rights to assume the District under Chapter 35.13A RCW, as it now exists or may be amended, and the rights granted to the District under this Agreement to operate its existing and future sewer facilities within the City's corporate limits, including any future annexed areas, the District agrees to pay to the City an Interlocal Operating Fee as follows: The District shall pay to the City an amount equal to 6% of the regular District service charges that are collected from customers in the annexation area ("Interlocal Operating Fee"). To satisfy the payment, the District may impose on customers in the annexation area a surcharge of 6% of the regular District service charge, over and above the regular District service charge, and may identify such surcharge on a customer billing as a City charge. If the District imposes the surcharge and also pays to the City a franchise fee for sewer facilities located in the City's right of way and/or a City utility tax, the franchise fee and/or the City utility tax shall be a credit against the Interlocal Operating Fee, and the franchise ordinance or agreement shall coordinate the timing of the payment with the collection of the District's surcharge. The franchise fee and the City utility tax, combined, shall not exceed the Interlocal Operating Fee. The District shall remit the payment to the City once a month.

8. District office/operations building. Until the District assumption, the District shall own, operate and control the real property and improvements that comprise the District office and operations site ("District Office"). If District sells or transfers all or part of the District Office, and acquires a replacement parcel and/or improvements, the District shall own, operate and control the replacement parcel and/or improvements.

9. Common operation and maintenance standards. The Parties will coordinate planning, operation and maintenance of their respective wastewater facilities and systems to the greatest extent possible. The Parties will endeavor to standardize their respective laws and regulations to the greatest extent possible, and to this end, the Parties will attempt to develop joint operation and maintenance standards for their respective wastewater facilities and systems.

10. Coordination of services and rates. The Parties will coordinate delivery of services to the greatest extent possible. The Parties will provide to each other 30 days notice of adoption of any changes in service rates and connection charges.

11. District expenditures. Within three (3) years after the effective date of this Agreement, the District shall adopt by resolution levels of service, standards and fiscal policies for operation and maintenance of its wastewater system and capital



improvements to its system ("Service Plan"). Within two (2) years after the effective date of this Agreement, the District shall prepare and send to the City a draft of the Service Plan. In developing the Service Plan, the District shall consider the City's levels of service, standards and fiscal policies for operation and maintenance of the City's wastewater system and capital improvements to the City's system. The oversight committee established in Section 12 below shall review and comment on the draft Service Plan pursuant to a procedure adopted by the oversight committee.

12. Oversight committee. An oversight committee, consisting of two staff persons and one elected official from each Party, shall meet at least once every six months to monitor and discuss implementation of and compliance with this Agreement.

13. Dispute resolution. The Parties shall first attempt to resolve a dispute by discussions among a City representative or representatives selected by the Mayor and a District representative or representatives selected by District General Manager. If the discussions are not successful, the Parties shall engage in mediation within 45 days of termination of discussions, according to a process and before a mediator agreed upon by the Parties. The Parties shall not resolve a dispute by mandatory arbitration. The Parties reserve their rights to pursue any available Court remedies at any time after a dispute arises.

14. Regional facilities. The Parties may participate in discussions, initiatives and studies with other Clark County governmental entities regarding the provision and delivery of wastewater service in Clark County. Before District assumption:

14.1 The District may participate in or manage a regional entity or regional operation, the purpose of which is to operate and maintain regional wastewater conveyance and treatment facilities for Clark County, the District and Clark County municipalities other than the City.

14.2 The City may participate in the regional entity or regional operation described in Section 14.1 if the area of the City is or will be served by the facilities described in Section 14.1.

14.3 The District shall provide retail (collection) wastewater services within its service area.

14.4 The District shall obtain wholesale (treatment) wastewater services from the City and Clark County (or a new regional entity as described in Section 14.1).

After District assumption, the City shall provide retail (collection) wastewater services in the District's service area, and shall comply with the terms and conditions of any agreements between the District and Clark County and/or Clark County municipalities regarding the operation and maintenance of regional wastewater conveyance and treatment facilities for Clark County and Clark County municipalities.

15. Meadow Glade and Hockinson systems. The City acknowledges that the Meadow Glade and Hockinson wastewater systems may not be owned by the District on the date of the District assumption. Consistent with this acknowledgment, the City authorizes the District to transfer ownership and/or operation and maintenance of such systems to the City of Battle Ground, after 30 days notice to the City.

16. Effective Date; Term of Agreement. The effective date of this Agreement shall be July 1, 2010. If no District assumption occurs within thirty (30) years after the effective date of this Agreement, the term of this Agreement shall be thirty (30) years. If a District assumption occurs within thirty (30) years after the effective date of this Agreement, the term of this Agreement shall be five (5) years after the date of the District assumption.

17. Early termination of Agreement. Either Party may terminate this Agreement for any of the following reasons:

17.1 A new city is incorporated in all or a portion of the District's service area;

17.2 The status, role or function of the District or the City materially and significantly changes, including but not limited to:

17.2.1 The City or the District becomes a member of a new regional entity for wastewater treatment and/or collection;

17.2.2 By interlocal agreement, the City or the District participates in a new regional operation for wastewater treatment and/or collection;

17.2.3 The District takes over ownership and/or operation of a city wastewater system;

17.2.4 The District acquires, constructs and/or operates a wastewater treatment plant;

17.2.5 The District becomes primarily a wholesale service provider; or

17.2.6 The District merges into another governmental entity. The term "merger" means permanent transfer of all property and indebtedness and cessation of operation.

17.3 The City or the District is precluded by a court order or judgment from complying with any term of this Agreement regarding employment and rights of District or City employees.

17.4 Chapter 35.13A RCW (the assumption statute) is amended to change materially the process by which the City may assume all or a portion of the District,

including but not limited to approval by the voters within the assumption area or within the District, or to change the percentage of area or valuation of the District that allows a City assumption.

The terminating party shall give 180 days notice to the other Party, except that the terminating party need only give 120 days notice to the other Party of an intent to become a member or participant in a new regional entity or a new regional joint-operation arrangement. Upon termination, the District property, responsibilities and customers in the areas annexed by the City shall be transferred to and assumed by the City pursuant to RCW 35.13A.030 (more than 60% of assessed valuation or 60% of area of District) or 35.13A.040 (less than 60% of assessed valuation and 60% of area of District), as applicable and according to the version of the statute in effect on the date of termination.

18. Hiring of employees and consultants prior to assumption. On and after a date when (1) twelve (12) years have elapsed since the effective date of this Agreement and (2) at least 45% of the assessed valuation of the real property of the District is within the City, the District shall not enter into or extend the term of any contract between the District and District employees or consultants beyond the anticipated date of the District assumption, without approval of the City. The "anticipated date of the District assumption" shall be two (2) years, unless agreed otherwise by the Parties.

19. Employment and rights of District employees.

19.1 In the City budget for the calendar year in which the District assumption will occur, the City shall provide full-time positions for all District full-time employees and part-time positions for all District part-time employees, who were employed by the District on December 1 of the year before the District assumption. These City positions shall be similar in nature and salary to the District positions. Any District employee having an employment contract with the District shall be considered a District employee. The District shall not hire any new employee after December 1 of the year before the District assumption.

19.2 On or before December 15 of the year before the District assumption, the City shall offer to the District employees described in Section 19.1 the positions provided for in the City budget described in Section 19.1. On or before December 31 of the year before the District assumption, the District shall advise the City of the District employees who will not accept a position with the City.

19.3 The City shall not reduce the wages of a former District employee, but may freeze a former District employee's wages within a job classification until the City's wage rate is equal to or exceeds the former District employee's wage rate.

19.4 Former District employees shall not be laid off during the first calendar year after commencing employment with the City. The term "laid-off" means elimination

of a position.

19.5 The City reserves the right to discipline or terminate a former District employee "for cause."

19.6 Former District employees shall carry over to the City all accrued sick leave at the time of District assumption, in accordance with District laws and regulations. A reasonable period of time before District assumption, a District employee may cash out accrued sick leave, in accordance with District laws and regulations, so that after cash out the District employee shall retain for carry over to the City no less than 25% of the maximum accrued sick leave under City laws and regulations.

19.7 Former District employees shall carry over to the City all accrued vacation at the time of District assumption, in accordance with District laws and regulations. A reasonable period of time before District assumption, the District shall cash out accrued vacation in excess of 75% of the maximum accrued vacation under City laws and regulations. A District employee may cash out accrued vacation, in accordance with District laws and regulations, so that after cash out the District employee shall retain for carry over to the City no less than 25% of the maximum accrued vacation under City laws and regulations.

19.8 Except for vacation and sick leave, the City shall not be responsible for former District employee time off with pay, including but not limited to compensatory time, floating holidays and recognition time.

19.9 Years of service at the District shall be applied to years of service at the City for all purposes, including but not limited to determining vacation accrual, sick leave benefits, service awards and layoffs.

19.10 During the first year of employment with the City after the District assumption, former District employees shall earn vacation under City laws and regulations in effect during such first year of employment or under District laws and regulations in effect immediately before the District assumption, whichever is greater. After the first year of employment and thereafter, former District employees shall earn vacation under City laws and regulations.

19.11 After the two criteria of Section 18 are satisfied, the City shall use its best efforts to include in any applicable City collective bargaining agreements the terms and conditions of this section 19 that are subject to collective bargaining. At the request of the District, the City shall, within 14 days of the request, file with the District a written report of the City's efforts to include such terms and conditions in such collective bargaining agreements.

20. Records review. Upon three business days notice, or upon notice agreed upon by the Parties, a Party shall have the right to inspect and copy, without charge, all

records of the other Party relating to this Agreement or its subjects.

21. Indemnification. To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties, and liability of any kind, including injuries to persons or damages to property, which arise out of or are related to any negligent acts, errors, omissions of the indemnifying Party and its contractors, employees, agents and representatives in performing obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the District or its contractors, employees, agents, or representatives, and the City or its contractors or employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its contractors, employees, agents, or representatives.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

22. Rates after assumption. After the District assumption:

22.1 The City shall retain its authority to fix rates and charges in accordance with the general principle and factors of RCW 35.67.190 and 35.92.020 as presently in effect or as hereafter amended; and

22.2 The City shall not charge an out-of-city rate to former District customers, although the City may establish a rate differential for such customers based upon the treatment plant serving such customers.

23. Dissolution of District. Following the District assumption, the District shall remain in existence if necessary (1) to comply with applicable laws and regulations or to satisfy any outstanding District contractual obligations and indebtedness, or (2) to carry out any roles and responsibilities of a regional entity or regional operation for provision of wholesale (treatment) wastewater services in all or a part of Clark County. If item no. 2 in the previous sentence does not apply, and if the City determines that the District's existence is no longer necessary to comply with applicable laws and regulations or to satisfy any outstanding District contractual obligations and indebtedness, the District Board of Commissioners shall, at the written request of the City and pursuant to Chapter 53.48 RCW, as presently in effect or as hereafter amended, file a petition for dissolution with Clark County Superior Court.

24. Notices. All notices and other communications under this Agreement shall be in writing by email, facsimile, regular U.S. mail or certified mail, return receipt requested.

If to the City, the notice shall be sent to:

City of Vancouver  
P.O. Box 1995  
Vancouver, WA 98668  
Attention: City Manager

or to such other person or place as the City shall furnish to the District in writing, with a copy to:

Ted H. Gathe  
City Attorney  
P.O. Box 1995  
Vancouver, WA 98668

If to the District, the notice shall be sent to:

Clark Regional Wastewater District  
P.O. Box 8979  
Vancouver, WA 98668-8979  
Attention: General Manager

or to such other person or place as the District shall furnish to the City in writing, with a copy to:

Rod P. Kaseguma  
Inslee, Best, Doezie & Ryder, P.S.  
777 – 108<sup>th</sup> Avenue NE, Suite 1900  
Bellevue, WA 98004

Notices shall be deemed given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

25. Waiver. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement, unless stated to be such through written approval of the non-breaching Party and attachment of such written approval to this Agreement.

26. Severability. If any section or part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such action shall not affect the validity or enforceability of any other section or part of this Agreement.

27. Entire Agreement; Amendment. This Agreement contains the entire written agreement of the Parties and supersedes all prior discussions. This Agreement may be

amended only in writing, signed by both Parties.

28. Successors and Assigns. All of the provisions, conditions, regulations and requirements contained in this Agreement shall be binding upon the successors and assigns of the Parties.

29. No Third Party Rights. This Agreement is solely for the benefit of the Parties and gives no right to any other party or person.

30. No Joint Venture. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other Party.

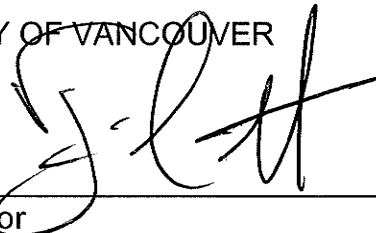
31. Jurisdiction and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Clark County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

32. Prevailing Party Costs. If either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

33. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

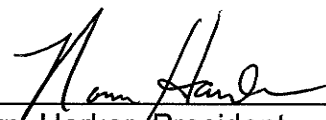
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

CITY OF VANCOUVER

  
\_\_\_\_\_  
Mayor

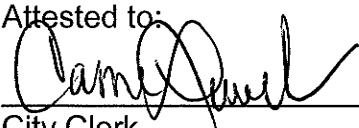
Date: 06/28/10

CLARK REGIONAL WASTEWATER DISTRICT

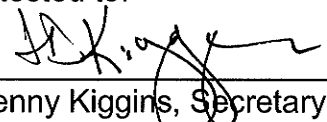
  
\_\_\_\_\_  
Norm Harker, President

Date: JUNE 22, 2010


Attested to:

  
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City Clerk  
Carrie Lowellen  
Deputy City Clerk

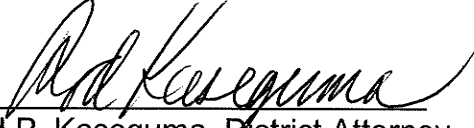
Attested to:

  
\_\_\_\_\_  
Denny Kiggins, Secretary

Approved as to form:

  
Ted H. Gathe, City Attorney

Approved as to form:

  
Rod P. Kaseguma, District Attorney



**First Amendment to Clark Regional Wastewater District and  
City of Vancouver Coordination of Services Agreement**

**September 14, 2015**



**FIRST AMENDMENT TO  
CLARK REGIONAL WASTEWATER DISTRICT AND CITY OF VANCOUVER  
COORDINATION OF SERVICES AGREEMENT**

THIS FIRST AMENDMENT to the "Clark Regional Wastewater District and City of Vancouver Coordination of Services Agreement" is entered into this 14<sup>th</sup> day of September, 2015, between CLARK REGIONAL WASTEWATER DISTRICT, Clark County, Washington ("District") and the CITY OF VANCOUVER, Washington ("City"), both Washington municipal corporations.

**RECITALS**

A. The City operates a sewer collection and treatment system, and the District operates a sewer collection system.

B. The City operates a water system. The District is authorized by RCW 57.08.005 to operate a water system, but currently is not operating such a system.

C. Portions of the District's sewer service area lie within the City's boundaries and water service area.

D. To enforce payment of sewer service charges, the District is authorized by RCW 57.08.081 to certify delinquencies to the County Auditor. Upon certification, the delinquencies become liens against the property receiving the sewer service. After certification, the District is authorized to file a foreclosure lawsuit in Superior Court against the property to enforce payment of the delinquent charges.

E. The District is authorized by RCW 57.08.081 to cut off sewer service after service charges have become delinquent. In order to cut off sewer service, the District must install on the sewer service line a special device, at the cost of several thousand dollars.

F. The District engages in a lengthy process of multiple steps and actions to collect delinquent sewer service charges. This process consists of the following: (1) past due reminder phone call (2<sup>nd</sup> month); (2) past due letters (3<sup>rd</sup> and 5<sup>th</sup> months); (3) notice of intent to file a lien against the property (7<sup>th</sup> month); (4) notice of filing of lien (7<sup>th</sup> month); (5) notice of intent to collect (7<sup>th</sup> month); (6) notice to mortgage or deed of trust lending institution of delinquent amount (8<sup>th</sup> month); (7) transfer of delinquent account to collection agency (8<sup>th</sup> month); (8) notice of right to foreclose against the property (13<sup>th</sup> month); (9) first notice of intent to foreclose (19<sup>th</sup> month); (10) second notice of intent to foreclose (20<sup>th</sup> month); (11) notice of filing of foreclosure action, if payment is not made (20<sup>th</sup> month) (all notices and letters are sent to property owner). After this lengthy process, the foreclosure action is prepared and filed, if necessary.

G. Almost all of the delinquent sewer service charges are paid during this lengthy collection process, and prior to the filing of a foreclosure action.

H. The District and the City entered into the "Clark Regional Wastewater District and City of Vancouver Coordination of Services Agreement," effective July 1, 2010, in order to collect and treat efficiently and effectively the sewage generated by their respective customers.

I. Through implementation of the Coordination of Services Agreement, the District and the City have established an excellent and cooperative working relationship.

J. Paragraph 10 of the Coordination of Services Agreement requires that the parties coordinate delivery of services to the greatest extent possible.

K. A cost effective mechanism for enforcing payment of the District's delinquent sewer service charges is for the City to shut off (terminate) water service to property. Under City Code, the City is authorized to shut off (terminate) water service for nonpayment of water service charges.

L. The District has requested the City to shut off (terminate) the water service to City water service customers who are also sewer service customers of the District and whose sewer service charges remain delinquent after the lengthy collection process described above. The District estimates that this request will be infrequent, in the range of only one or two requests for shut off (termination) every year.

M. Under the Coordination of Services Agreement, the City eventually will assume (take over) the District's sewer collection system. Thus, it is in the best interests of the City to assist the District in eliminating delinquent sewer service charges cost effectively and efficiently, when necessary.

N. Paragraph 27 of the Coordination of Services Agreement provides that it may be amended by written agreement of the parties.

O. The District and the City desire to amend the Coordination of Services Agreement to provide the terms and conditions under which the City will shut off (terminate) water service to property that has delinquent District sewer service charges.

## **AMENDMENT**

IN CONSIDERATION of the following terms and conditions, the District and the City agree as follows:

1. Adoption of Recitals. The foregoing recitals are adopted as the factual basis in support of this Amendment.
2. Amendment of Agreement. The Coordination of Services Agreement is amended by adding a new Section 34 thereto, to read as follows:

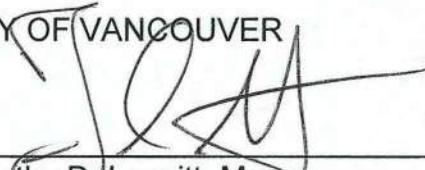
34. City Water Service Shut Off. After the District has completed its delinquent sewer service charge collection process for property



that has delinquent sewer service charges (pursuant to the process in Sections (1) through (11) of Recital F of the First Amendment to this Agreement, or a substantially similar process), the District General Manager or designee may file a written request with the City Director of Public Works or designee to shut off the water service for such property. Upon receipt of the request, the City Director of Public Works or designee shall shut off the water service, following the City's procedure and requirements for shutting off water service for nonpayment of City water service charges, as contained in the City Code or rules and regulations adopted by the City Director of Public Works. The City Director of Public Works shall adopt any new rules and regulations necessary to implement this Amendment in a manner that is consistent with City ordinances. The water service shall remain shut off until the delinquent sewer service charges, plus penalties, interest and fees, have been paid in full or the property owner and the District have entered into a payment arrangement, as is authorized by VMC 14.16.020. The District General Manager or designee shall notify the City Director of Public Works or designee when the charges have been paid in full or the payment arrangement has been entered into.

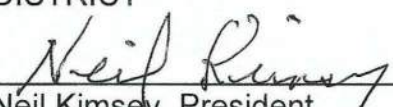
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their authorized representatives.

CITY OF VANCOUVER

  
Timothy D. Leavitt, Mayor

Date: 9/14/15

CLARK REGIONAL WASTEWATER  
DISTRICT

  
Neil Kimsey, President

Date: August 11, 2015

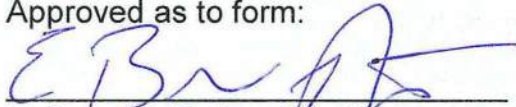
Attested to:

  
City Clerk  
*Carrie Lewellen, Deputy City Clerk*

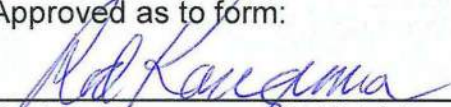
Attested to:

  
Norm Harker, Secretary

Approved as to form:

  
E. Bronson Potter, City Attorney

Approved as to form:

  
Rod P. Kaseguma, District Attorney



**Letter of Understanding – Sanitary Sewer Service Area  
BPA Ross Complex – Vicinity of NE Minnehaha Street between NE  
10<sup>th</sup> Avenue and NE 17<sup>th</sup> Avenue**

**November 25, 2015**







COMMISSIONERS  
Norm Harker  
Denny Kiggins  
Neil Kimsey  
GENERAL MANAGER  
John M. Peterson, P.E.

8000 NE 52 Court Vancouver, WA 98665 PO Box 8979 Vancouver, WA 98668  
Phone (360) 750-5876 Fax (360) 750-7570 www.crwwd.com

November 25, 2015

Eric Holmes  
City Manager  
City of Vancouver  
PO Box 1995  
Vancouver, WA 98666-1995

RE: Letter of Understanding – Sanitary Sewer Service Area  
BPA Ross Complex - Vicinity of NE Minnehaha Street between  
NE 10<sup>th</sup> Avenue and NE 17<sup>th</sup> Avenue

Dear Mr. Holmes:

Clark Regional Wastewater District (District) staff and City of Vancouver (City) staff have identified a service need in a small area that is within the City limits and is adjacent to the District's service area ("Property") (See Exhibit A). As you are aware, our agencies continue to work successfully together in coordinating sewer service and the District would appreciate the City's assistance with this matter, as discussed below.

The District and City staff have discussed the best way to provide sanitary sewer service to the Property. This Property is approximately 39 acres on the south side of NE Minnehaha Street between NE 10<sup>th</sup> Avenue and NE 17<sup>th</sup> Avenue. Since the Property is within the City's limits, the City officially would be the agency to provide sanitary sewer services to the Property, unless agreed to otherwise by the City and District. The District and City staff recommend that the District provide sewer service to the Property, as further explained herein.

As the provider of sanitary sewer service, the District would have jurisdiction over the sanitary sewer infrastructure, customers and Property, as well as have rights and responsibilities relating to setting and collecting sanitary sewer service rates and charges.

For your information, the District historically has not planned to serve the Property; however, the District has a sewer line on the Property. The sewer line has sufficient capacity to provide service to the Property and can be extended to serve development of the Property. There are also sewer lines immediately adjacent to the Property within the street frontage. The District is currently withholding sanitary sewer plan review and approval for a proposed development project in the Property, pending our successful agreement on this matter.



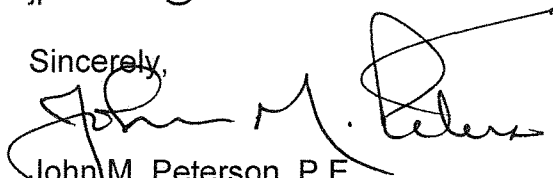
November 25, 2015  
Eric Holmes  
Letter of Understanding  
Page 2

To serve the Property, the City would need to extend sewer mains across and under the railroad and critical areas (steep slopes, riparian habitat) and likely would need to acquire easements. It is also worthwhile to note that if the Property is served by the District's collection system, the flows will be tributary to the City's Westside Wastewater Treatment Plant, wherein the District, under current arrangements, pays the City for associated treatment costs.

If you agree with staff's recommendation that the District provide sewer service to the Property, the District asks for signature below on behalf of the City. My signature below is the District's acceptance of this Letter of Understanding. A condition of this Letter of Understanding is that it can be modified by the District and City by mutual agreement, and by future agreements between the District and City.

Thank you very much for your consideration of this request. If you have any questions, please feel free to contact me at (360) 993-8819 or by e-mail at [jpeterson@crwwd.com](mailto:jpeterson@crwwd.com).

Sincerely,



John M. Peterson, P.E.  
General Manager

Enclosure

C: Brian Carlson  
Bronson Potter  
Rod Kaseguma

By signing below, I am in agreement with the terms and conditions of this Letter of Understanding.

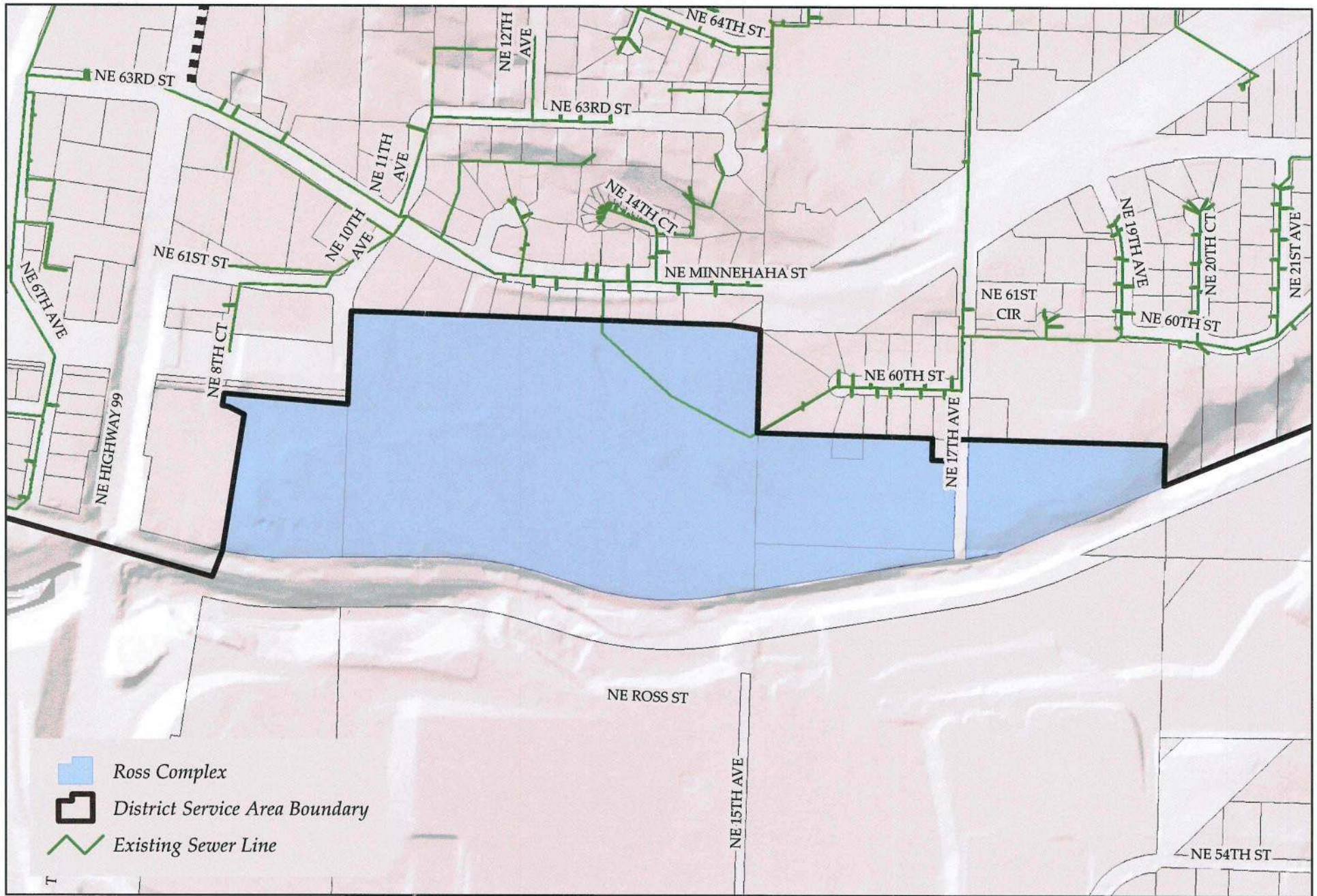


Eric Holmes

Date

12.4.15





## Exhibit A





**Letter of Understanding – Sanitary Sewer Service Area  
Vicinity of NE 68<sup>th</sup> Street between NE 28<sup>th</sup> Avenue and NE St. Johns  
Road**

**July 29, 2009**





**CLARK  
REGIONAL  
WASTEWATER  
DISTRICT**

Post Office Box 8979  
Vancouver, WA 98668-8979

8000 N.E. 52nd Court  
Vancouver, WA 98665-0983

(360) 750-5876 ♦ FAX (360) 750-7570  
[www.crwwd.com](http://www.crwwd.com)

**COMMISSIONERS**  
Norm Harker  
Denny Kiggins  
Neil Kimsey

**GENERAL MANAGER**  
John M. Peterson

July 29, 2009

Pat McDonnell  
City Manager  
City of Vancouver  
PO Box 1995  
Vancouver, WA 98666-1995

RE: Letter of Understanding – Sanitary Sewer Service Area  
Vicinity of NE 68<sup>th</sup> Street between NE 28<sup>th</sup> Avenue and NE St. Johns Road

Dear Mr. McDonnell:

The Clark Regional Wastewater District (District) and the City of Vancouver (City) have identified a small area within the City limits that is also within the District's service area. The agencies have worked successfully together in coordinating a sewer service plan for this area and appreciate your assistance with this matter.

We have had joint discussions with the City's Public Works Director and attorney, along with District staff and legal counsel, regarding the best way to provide sanitary sewer service to the subject properties. The area of discussion is approximately 20 acres of land on the south side of NE 68<sup>th</sup> Street between NE 28<sup>th</sup> Avenue and NE St. Johns Road. As previously stated, this area is in the District's service boundary and also in the City's incorporated area (see Exhibit A). Since these properties are located in the City's incorporated area, the City would officially be the agency to provide sanitary sewer services unless agreed to otherwise by the City and District. It is the joint recommendation of staff from both agencies that the District is best suited today to service this area. As such, the purpose of this Letter of Understanding is to designate and agree to the District being the sanitary sewer service provider to this area of the City as shown in Exhibit A.

The District has historically planned to serve this area. This area has been included in the District's service area and Comprehensive General Sewer Plan since at least 1977. This area was subsequently annexed into the City limits in October 1994. Although it is within the City, this area has not been included in the City's Sewer Plan nor is it within the City's water service area. The District has existing sanitary sewer lines with sufficient capacity that can be extended to service development of the properties. These lines are immediately adjacent to the area and located within the street frontage.



*An American Public Works Association Accredited Agency*

July 29, 2009  
Pat McDonnell  
Letter of Understanding  
Page 2

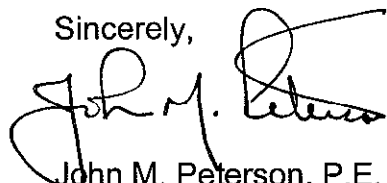
The District is currently withholding sanitary sewer plan approval for a proposed development project (Lindquist Subdivision SN# 099120-000) in this area pending resolution of this matter. The City also has the ability to service the area, but doing so would require additional measures.

These measures include extending sewer mains across and under the railroad and would likely require the acquisition of easements. It is also worthwhile to note that if this area is served by the District's collection system, the flows will be tributary to the City's Westside Wastewater Treatment Plant, wherein the District, under current arrangements, pays the City for associated treatment costs.

In the interests of the customers, the District and City staff have agreed, based on prior discussions, that the District is the logical sanitary sewer provider for this area. Accordingly, given the ability to serve the subject area, the District and City hereby agree and designate the District as the sanitary sewer service provider for the area as shown in Exhibit "A". The sanitary sewer infrastructure, customers and properties in this area would therefore be under the jurisdiction of the District, including the rights and responsibilities to fix and collect sanitary sewer service rates and charges.

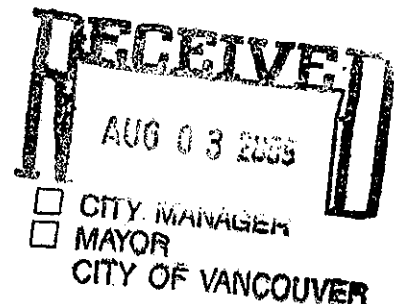
This Letter of Understanding can be modified by the District and City by mutual agreement. This Letter of Understanding is also subject to modification under the terms and conditions of future agreements by and between the City and the District, including provisions for addressing a utility tax. The District acknowledges the understanding represented in this letter by the following signature. We request the City sign this letter, acknowledging their understanding of the sewer service designation herein. If you have any questions, please feel free to contact me at (360) 993-8819 or by e-mail at [jpeterson@crwwd.com](mailto:jpeterson@crwwd.com).

Sincerely,

  
John M. Peterson, P.E.  
General Manager

Enclosure


C: Brian Carlson  
Ted Gaithe  
Rod Kaseguma





July 29, 2009  
Pat McDonnell  
Letter of Understanding  
Page 3

By signing below, I am in agreement with the proposal and understanding discussed in this letter.

  
\_\_\_\_\_  
Pat McDonnell  
City Manager  
City of Vancouver

8-3-09  
Date







## Minnehaha Basin NE 68th St & NE St. Johns





**Resolution No. 2017-08-15  
Hockinson Rural Center**

**August 29, 2017**



RESOLUTION NO. 2017-08- 15

A RESOLUTION designating a sewer purveyor for certain property in the Hockinson Rural Center.

WHEREAS, the owner of real property within the Hockinson Rural Center, a legal description of which is attached as Exhibit A hereto, and which is identified on Exhibit B hereto as TL 79, seeks inclusion of that property within the Clark Regional Wastewater District (CRWD); and

WHEREAS, Clark County Code 40.370.010(C) requires connection to public sewer as a condition of issuing building permits inside rural centers served by public sewer; and

WHEREAS, Hockinson is a rural center that is served by public sewer provided by CRWD; and

WHEREAS, as a first step in annexing property, CRWD has requested that the Board of County Councilors (Board) designate CRWD as the sewer purveyor for the property; and

WHEREAS, the board is considering this matter at a duly-advertised public hearing and concludes that adoption of this Resolution will further the public health and welfare; now, therefore

BE IT ORDERED, RESOLVED AND DECREED BY THE BOARD OF COUNTY COUNCILORS OF CLARK COUNTY, STATE OF WASHINGTON, AS FOLLOWS:

**1. Findings.** The Board adopts as findings the recitals above.

**2. Designation.** That the Clark Regional Wastewater District is hereby designated as the sewer purveyor for the property located within the Hockinson Rural Center, and more particularly described and identified on Exhibits A and B attached hereto.

ADOPTED on this 29<sup>th</sup> day of August 2017.

Attest:

Rebecca J. Lator  
Clerk of the Board

BOARD OF COUNTY COUNCILORS  
CLARK COUNTY, WASHINGTON

Marc Boldy  
Marc Boldy, Chair

Reviewed as to Form Only:

ANTHONY GOLIK

Prosecuting Attorney

Jeanne E. Stewart, Councilor

By:

Christine Cook  
Christine Cook,  
Deputy Prosecuting Attorney

Julie Olson, Councilor

John Blom, Councilor

Eileen Quiring, Councilor



## Exhibit A

### LEGAL DESCRIPTION

Clark County Tax Parcel Serial No. 194842-000

Tax Lot 79

A parcel of land situated in the Southwest quarter of Section 18, Township 3 North, Range 3 East of the Willamette Meridian, Clark County, Washington, and in the Southeast quarter of Section 13, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at the 3-1/2 inch brass cap on a concrete monument marking the Northeast corner of said Southeast quarter of said Section 13; thence, along the North line of the Southwest quarter of Section 18, Township 3 North, Range 3 East, Willamette Meridian, Clark County, Washington, South 87°32'26" East 132.02 feet to the West line of the Huntington land described in the deed from Frank Sam Huntington to Frank Sam Huntington recorded under Auditor's File No. 8809290145 of Clark County Deed records; thence along said West line, South 01°23'16" West 327.53 feet to the South line of said Huntington land; thence along said South line, North 88°36'44" West 132.00 feet to the Easterly line of the Southeast quarter of said Section 13; thence along said Easterly line, South 01°23'16" West 448.12 feet to the Northerly line of the Schwartz land described in the deed from Lillian H. Gronroos to Alex Schwartz, et ux, recorded February 13, 1959 under Auditor's File No. G 256052 of Clark County Deed records; thence North 87°39'37" West 143.85 feet; thence South 02°39'26" West 557.56 feet to the South line of the Northeast quarter of the Southeast quarter of said Section 13, and from which point an iron pipe bears South 01°32'49" West 7.46 feet; thence along said South line, South 89°59'41" West 368.58 feet to the centerline of NE 170th Avenue; thence along said centerline, North 01°23'16" East 1329.59 feet to the North line of the Northeast quarter of the Southeast quarter of said Section 13; thence along said North line, South 89°58'49" East 524.80 feet to the point of beginning.

Excepting therefrom that portion lying within NE 170th Avenue.

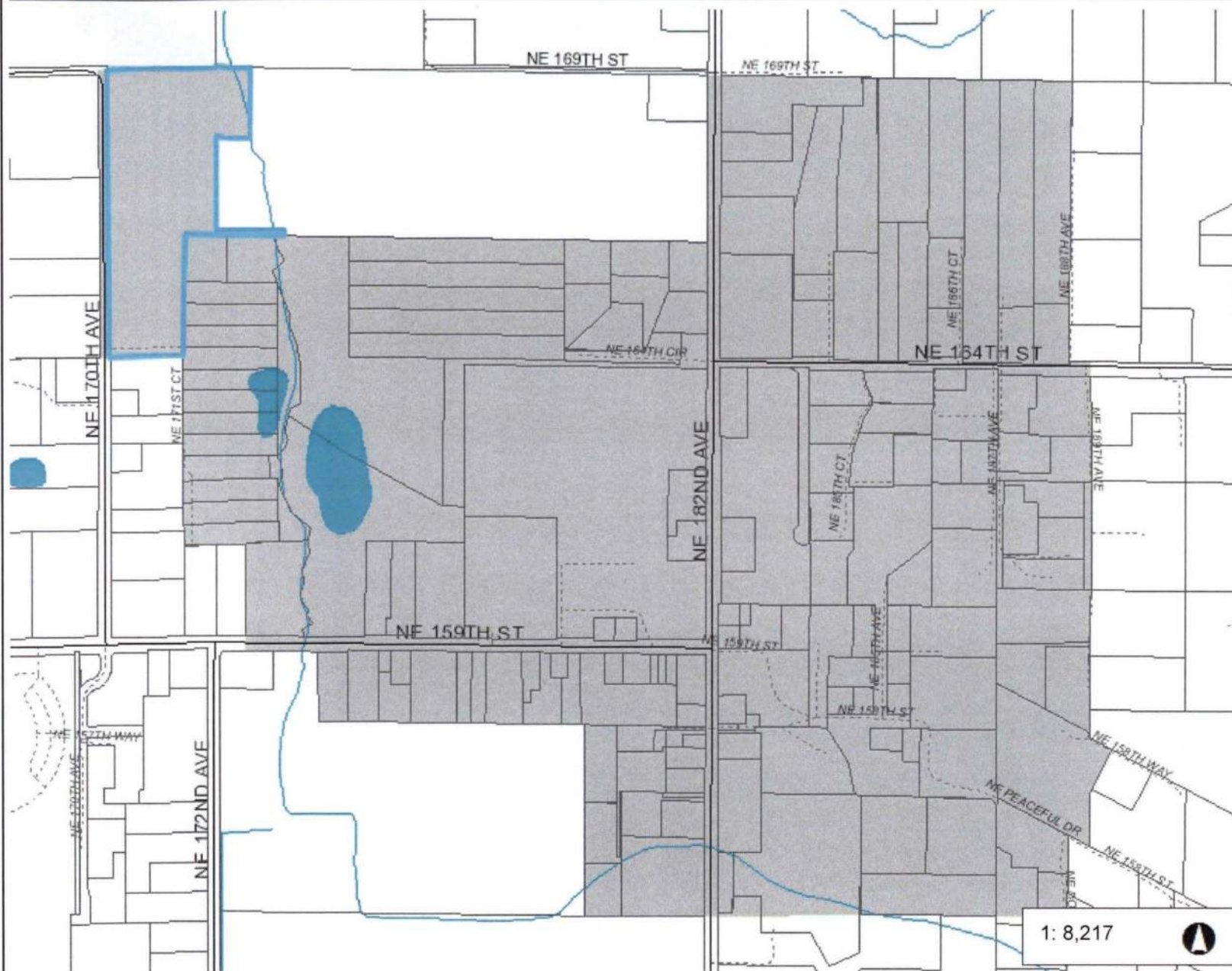
Together with the following-described real property situated in the Southwest quarter of Section 18, Township 3 North, Range 3 East of the Willamette Meridian, Clark County, Washington:

Beginning at the Southwest corner of the Huntington land described as Parcel I in the deed from Frank Sam Huntington to Frank Sam Huntington recorded under Auditor's File No. 8809290145 of Clark County Deed records; thence North 01°23'16" East along the West line of said Huntington land 25.3 feet, more or less, to an existing fence; thence East along said existing fence line 265 feet, more or less, to a point 50 feet east of the centerline of Mud Creek; thence South 01°23'16" West 25.3 feet, more or less, to the South line of said Huntington land; thence North 87°39'37" West along the South line of said Huntington land to the Point of Beginning.





## Exhibit B - TL 79 highlighted



### Legend

- Taxlots
- County Outline
- Highway
  - Interstate
  - State Route
  - Interstate Ramp
  - State Ramp
- Arterial
  - Arterial
  - Forest Arterial
- Collector
  - Minor
  - Forest
- Other
  - Private, Other
  - Proposed
  - Unknown
- Stream Channels
- Major Waterbodies
- Rural Centers
- Cities Boundaries
- Urban Growth Boundaries
- County Boundary

### Notes:

1: 8,217



1,369.4 0 684.72 1,369.4 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



**Ridgefield District Franchise Agreement  
Resolution No. 1596**

**July 23, 2013**



**CLARK REGIONAL WASTEWATER DISTRICT  
CLARK COUNTY, WASHINGTON**

**RESOLUTION NO. 1596**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CLARK REGIONAL WASTEWATER DISTRICT, CLARK COUNTY, WASHINGTON, ACCEPTING A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN WASTEWATER FACILITIES IN CITY OF RIDGEFIELD RIGHTS-OF-WAY.**

**WHEREAS**, on June 25, 2013, the Board of Commissioners adopted Resolution No. 1591, which approved the "City of Ridgefield and Clark Regional Wastewater District Collection System Transfer and Operating Agreement" ("Agreement");

**WHEREAS**, the Agreement approves the transfer of the City of Ridgefield collection system to the District and provides for District operation and maintenance of that system; and

**WHEREAS**, on June 18, 2013, the City Council of the City of Ridgefield ("City") passed Ordinance No. 1131, which approved the Agreement; and

**WHEREAS**, the Agreement requires the City to approve by ordinance a franchise for construction, operation and maintenance of District wastewater facilities in City streets and rights-of-way, substantially in the form of the franchise attached to the Agreement; and

**WHEREAS**, the franchise attached to the Agreement authorizes the Board of Commissioners to accept the franchise granted by the City within 30 days of the effective date of the ordinance granting the franchise, by adoption of a resolution accepting the franchise; and

**WHEREAS**, on July 11, 2013, the City Council of the City passed Ordinance No. 1130, which grants a franchise to the District for constructing, operating and maintaining wastewater facilities within the City's rights of way, consistent with the franchise attached to the Agreement; and

**WHEREAS**, the Board of Commissioners desires to accept the franchise granted by City Ordinance No. 1130; now, therefore

**BE IT RESOLVED** by the Board of Commissioners of Clark Regional Wastewater District, Clark County, Washington, as follows:

**Section 1.** The Board of Commissioners accepts the franchise granted by the City Council of the City of Ridgefield pursuant to Ordinance No. 1130, attached hereto as “Exhibit A”, for the construction, operation and maintenance of wastewater facilities within the City’s rights of way, in accordance with the terms and conditions of the Franchise Agreement authorized by the Ordinance.

**Section 2.** The General Manager is authorized to sign the “City of Ridgefield and Clark Regional Wastewater District Franchise Agreement to Operate and Maintain Wastewater Facilities in the City of Ridgefield within City Rights-of-Way” attached to Ordinance No. 1130.

**ADOPTED** by the Board of Commissioners of Clark Regional Wastewater District, Clark County, Washington, at a regular meeting held on July 23, 2013.

**CLARK REGIONAL WASTEWATER DISTRICT**

Attest:

\_\_\_\_\_  
Denny Kiggins, Secretary

\_\_\_\_\_  
Norm Harker, President

\_\_\_\_\_  
Neil Kimsey, Vice President

EXHIBIT A

ORDINANCE NO. 1130

**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON  
GRANTING TO THE CLARK REGIONAL WASTEWATER DISTRICT A  
FRANCHISE TO CONSTRUCT, OPERATE, AND MAINTAIN A  
WASTEWATER UTILITY SYSTEM WITHIN THE RIGHTS OF WAY OF  
THE CITY OF RIDGEFIELD WASHINGTON**

WHEREAS, the City Council for the City of Ridgefield ("City") and the District Board of Commissioners for the Clark Regional Wastewater District ("District") have determined that it would be in the best interests of City residents and District customers for the City to transfer and assign the City wastewater collection system and related property rights to the District, and for the District to assume the wastewater collection service obligations of the City through the District's ownership and operation of the City's wastewater collection system; and

WHEREAS, such transfer and assumption by the District will help ensure consistent and dependable service and more stable rates for all customers and should help promote economic development in the City and the region; and

WHEREAS, in furtherance thereof, the City and the District entered into a Memorandum of Understanding dated May 10, 2012 (the "Transfer MOU") to set forth the guiding principles for the completion of the transfer and assignment of the City's wastewater collection system and assumption by the District of the City's wastewater service obligations; and

WHEREAS, the City and the District have furthermore entered into a *WASTEWATER COLLECTION SYSTEM TRANSFER AND OPERATING AGREEMENT* dated June 18, 2013 to transfer the City's Wastewater Collection system to the District and provide for the District's ownership and operation of the wastewater collection system in Ridgefield; and

WHEREAS, to provide additional wastewater capacity for City growth and economic development, the District and the City are jointly pursuing the Discovery Corridor Wastewater Transmission System project ("DCWTS Project"), which will connect the City's wastewater collection system to the District's wastewater collection system and the Salmon Creek Wastewater Management System, including the Salmon Creek Wastewater Treatment Plant; and

WHEREAS, pursuant to an Interlocal Agreement, the City, the District, Clark County and the City of Battle Ground have formed the "Discovery Clean Water Alliance," a joint municipal utility service authority under Chapter 39.106 RCW; and the purpose of the Alliance is to provide jointly regional wastewater transmission and treatment for the Alliance members and other contracting municipal wastewater utilities; and



WHEREAS, the respective rights and duties of the District and the City for the ownership and operation of the wastewater collection system of Ridgefield, and for the DCWTS Project and for the regional wastewater transmission and are established by these separate agreements, interlocals, and understandings; and

WHEREAS, the City and the District now desire to set forth the terms and conditions of the City's grant of a franchise to construct, operate, and maintain wastewater facilities within City rights of way; and

WHEREAS, the City Council has considered the terms and conditions of this Franchise at numerous public meetings and workshops where public comment was invited and considered; and

WHEREAS, the City introduced this ordinance and held a public hearing on June 13, 2013 to take public testimony and deliberate the Franchise; and

WHEREAS, the City Council finds that the grant of a Franchise to the District to operate the wastewater collection system pursuant to the terms and conditions of the agreement are in the public interest and for the benefit of the citizens of Ridgefield;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** Public Interest. The Ridgefield City Council finds it to be in the public interest to enter into a Franchise Agreement with the Clark Regional Wastewater District to set forth the terms and conditions of the City's grant of a franchise to construct, operate, and maintain wastewater facilities within the City's rights of way.

**Section 2.** Execution of a Franchise Agreement with Clark Regional Wastewater District. The City Council for the City of Ridgefield hereby grants to the Clark Regional Wastewater District a Franchise for the use of City rights of way subject to the terms and conditions as set forth in the Franchise Agreement attached hereto as Exhibit "A", and incorporated herein by this reference. The City Council further authorizes the City Manager to execute the Agreement substantially in the form attached hereto as Exhibit "A".

**Section 3.** Findings of Fact. Each and every of the recitals contained in the 'whereas' clauses of the preamble to this ordinance are hereby adopted as findings of fact and incorporated herein fully by reference.

**Section 4.** Applicability. This ordinance shall be applied in the current city limits and future city limits within the City of Ridgefield Urban Growth Area (UGA) as expanded and approved by the Ridgefield City Council.

**Section 5.** Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 6.** Severability. Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.


**Section 7.** Effective Date. This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON  
THIS 11<sup>th</sup> DAY OF JULY, 2013.

CITY OF RIDGEFIELD

  
Mayor, Ron Onslow

ATTEST:

  
Julie Basarab  
Deputy City Clerk

APPROVED AS TO FORM:

  
Jamean Parker, City Attorney

Public Hearing:	June 13, 2013
First reading:	June 13, 2013
Second Reading/Passage:	July 11, 2013
Date of Publication:	July 17, 2013
Effective Date:	August 16, 2013

**EXHIBIT A**  
City of Ridgefield and Clark Regional Wastewater  
District Franchise Agreement

**CITY OF RIDGEFIELD AND CLARK REGIONAL WASTEWATER DISTRICT  
FRANCHISE AGREEMENT TO OPERATE AND MAINTAIN WASTEWATER  
FACILITIES IN THE CITY OF RIDGEFIELD WITHIN CITY RIGHTS-OF-WAY**

Section 1. Definitions.

Where used in this franchise ("Franchise") these terms have the following meanings:

A. "City" means the City of Ridgefield, a Washington municipal corporation, and its respective successors and assigns.

B. "District" means the Clark Regional Wastewater District, a Washington municipal corporation, and its respective successors and assigns.

C. "Facilities" means meters, pipes, mains, services, valves, vaults, risers, manholes, generators, electrical control panels, power meters, telephone connections, pump stations, meter stations, lift stations, lines, and all other necessary or convenient facilities and appurtenances thereto for the purpose of operating wastewater utility systems, whether the same be located over or under ground.

D. "Franchise Area" means every and all of the Public Rights-of-Way as now or hereafter laid out, platted, dedicated or improved, or annexed to the City.

E. "Ordinance" means Ordinance No. 1130, which approves the terms and conditions of this Franchise.

G. "Party" or "Parties" means the City or the District individually, or collectively as addressed in this Franchise.

H. "Public Rights-of-Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, and over which the City has authority to grant permits, licenses or franchises for use thereof, or has regulatory authority thereover, excluding private roads, railroad rights of way, airports, harbor areas, buildings, parks, poles, conduits, or similar facilities or property owner, maintained or leased by the City in its governmental or proprietary capacity or as an operator of a utility.

I. "Transfer Agreement" means the City of Ridgefield and Clark Regional Wastewater District Collection System Transfer and Operating Agreement approved by City ordinance and District resolution.

## Section 2. Franchise.

A. The City does hereby grant to the District the right, privilege, authority and franchise to construct, own, install, lay, support, attach, maintain, repair, renew, replace, remove, enlarge, operate and use Facilities in, upon, over, under, along, through and across the Franchise Area for purposes of the District's wastewater utility functions as defined in Title 57 RCW beginning on the Effective Date of this Franchise; provided that the City's grant of the right to use the Franchise Area as provided herein shall not be construed to require the District to provide such Facilities to the City.

B. Nothing contained in this Franchise is to be construed as granting permission to the District to go upon any other public place other than those types of public places specifically designated as the Franchise Area in this Franchise. Permission to go upon any other property owned or controlled by the City must be sought on a case-by-case basis from the City.

C. At all times during the term of this Franchise, the District shall fully comply with all applicable federal, state, county and city laws and regulations, as now in effect or as subsequently amended.

## Section 3. Non-interference of Facilities.

A. The District's Facilities shall be located, relocated and maintained within the Franchise Area so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property in accordance with the laws of the State of Washington. Nothing herein shall preclude the District from effecting temporary road closures as reasonably necessary during construction or maintenance of its Facilities; provided that the District receives prior City approval, which shall not be unreasonably withheld; and provided further that the District shall have the right to effect temporary road closures in the event of emergencies to maintain, repair and replace its Facilities without prior City approval, but the District shall obtain City approval of such road closures as soon as reasonably possible.

B. Whenever it is necessary for the District, in the exercise of its rights under this Franchise, to make any excavation in the Franchise Area, the District shall, upon completion of such excavation, restore the surface of the Franchise Area to City standards and at least to the same condition existing prior to any such excavation, installation, construction, relocation, maintenance or repair. Survey monuments shall not be removed or destroyed without the District first obtaining the required Department of Natural Resources (DNR) permit in accordance with RCW 58.09.130 and WAC 332-120-030, and as such statute and regulation may be modified and amended. All survey monuments, which have been distributed or displaced by such work, shall be restored

pursuant to all federal, state and local standards and specifications. The District agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole expense.

C. If it is determined that the District has failed to restore the right-of-way in accordance with this Section, the City shall provide the District with written notice, which shall include a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City's notice within fifteen (15) days of that notice, or such longer period as may be specified in the notice, the City, or its authorized agent, may restore the right-of-way and the District shall be responsible for all reasonable costs and expenses incurred by the City in restoring the right-of-way in accordance with this Section. The rights granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.

#### Section 4. Planning Coordination.

The Parties acknowledge that as a condition precedent to the District's assumption of ownership and operation of the City's wastewater collection system and responsibility for providing sewer service within the corporate boundaries of the City, the City agreed to work cooperatively with the District to minimize the impact of future public improvements upon District wastewater collection system infrastructure. In furtherance thereof, the Parties agree to work together in the planning and coordination of Public Rights-of-Way improvements to reduce the disruption to and/or the need for relocation of the District's Facilities within the Franchise Area to the greatest extent practicable within the intent, scope and budget of such Public Rights-of-Way improvement projects. To accomplish this goal, the Parties shall each assign a representative whose responsibility shall be to coordinate planning for City projects in the Franchise Area as described in Section 5(A) below, including those that involve undergrounding. At a minimum, such coordination shall include the following duties and obligations:

A. For the purpose of planning, the Parties shall provide each other with a copy of their respective adopted six-year and current year Capital Improvement Plans annually and upon request by the other party.

B. By September 1st of each year, the District shall provide the City with a schedule of the District's planned capital improvements which may affect the Franchise Area for the next year.

C. By September 1st of each year, the City shall provide the District with a schedule of the City's planned projects as described in Section 5(A) below which may affect the Franchise Area for the following year, including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other rights-of-way activities that could affect District capital improvements and infrastructure.

D. The District shall meet with the City, and other franchisees and users of the right-of-way, as necessary, to schedule and coordinate construction activities.

E. All construction locations, activities, and schedules of the City within the Franchise Area shall be coordinated to minimize inconvenience, disruption or damages to District Facilities; and all construction locations, activities, and schedules of the District within the Franchise Area shall be coordinated to minimize inconvenience, disruption or damage to the Public Rights-of-Way.

F. The Parties agree to cooperate in the planning and implementation of emergency operations response procedures.

G. Without charge to either Party, both Parties agree to provide each other with as-built plans, maps and records that show the vertical and horizontal location of its facilities within rights-of-way, measured from the center line of the rights-of-way. Maps shall be provided in the digital electronic format used by the City or the District unless the Parties agree on another format.

#### Section 5. Relocation of Facilities.

A. As soon as practicable after the City learns or determines that the grading or widening of the Franchise Area or the construction and installation of storm drainage lines, lighting, signalization, sidewalk improvements, pedestrian amenities, or other public street improvements are required, and the proposed project requires relocation of the District's then existing Facilities within the Franchise Area ("District Facilities"), the City shall provide notice of the proposed project to the District .

B. Both Parties shall meet to discuss the proposed project at a mutually agreeable time and place (see RCW 35.21.905, or as amended). Both Parties may propose reasonable alternatives to the relocation of District Facilities, each of which shall be given full and fair consideration without undue delay. The timing of this discussion and evaluation, and any relocation of District Facilities, shall take into account the type, extent, scope and purpose of the proposed project, the type and extent of the relocation, service and safety requirements, the need for acquisition of additional right-of-way or easements for utility relocation, the construction sequence for the relocation within the construction sequence and constraints for the City's overall public improvement project, and the period of time for and complexity of obtaining necessary permits and approvals for the proposed project and the relocation. The City shall make reasonable efforts to provide the District with as much time as practicable to review the proposed project, consider alternatives, and accomplish any necessary relocation. The City and the District agree to work together cooperatively in the process of design, engineering, estimating, scheduling, sequencing work, conversion, cut-over and construction to bring the proposed project and District Facility relocation work to completion in the most efficient and timely manner and to avoid delay and disruption.

The District shall make reasonable efforts to complete any necessary relocation within the timeframe established by the City pursuant to the foregoing process and in accordance with state bid law requirements and applicable regulations, permits and approvals.

C. The City shall pay for the cost of relocation of District Facilities within five (5) years of initial construction of the District Facilities; provided, that the City shall not pay for such cost where the relocation is required due to an emergency or unforeseen circumstances, or where such cost is paid for or reimbursed from other sources. For purposes of this Section 5(C), the term "initial construction" shall mean acceptance of substantial completion by the District.

D. Whenever any person or entity, other than the City, requires the relocation of District Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the City requires the relocation of District Facilities within the Franchise Area for the benefit of any person or entity other than the City, then the District shall have the right as a condition of such relocation to require such person or entity to:

(1) Make payment to the District at a time and upon terms acceptable to the District for any and all costs and expense incurred by the District in the relocation of District Facilities; and

(2) Protect, defend, indemnify and save the District harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of District Facilities, to the extent such injury or damage is caused by the negligence or willful misconduct of the person or entity requesting the relocation of District Facilities or other negligence or willful misconduct of the agents, servants or employees of the person or entity requesting the relocation of District Facilities.

E. This Section 5 shall govern all relocations of District Facilities in the Franchise Area, and shall not apply to the location or relocation of any District Facilities outside of the Franchise Area.

#### Section 6. Indemnification.

A. The District shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the presence of the Facilities in the Franchise Area or the willful, tortious or negligent acts, failures and/or omissions of the District or its agents, servants, employees,



contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted the District in this Franchise; provided that such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

B. The City shall indemnify, defend and hold the District, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of the City or its agents, servants, employees, contractors, subcontractors or assigns in the City's performance, administration and operation of this Franchise or in exercising the rights granted City in this Franchise; provided that such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the District, its agents, officers, employees, volunteers or assigns.

C. In the event any such claim or demand be presented to or filed with the District or the City arising out of or relating to the acts or omissions in whole or in part of the other party, the party shall promptly notify the other party thereof, and the notified party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand.

D. Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and the District, their officers, employees and agents, the District's liability hereunder shall be only to the extent of the District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

#### Section 7. Default.

A. If the District fails to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon the District a written order to so comply within thirty (30) days from the date such order is received by the District. If the District is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to the District. The City may act without the thirty (30) day notice in case of an emergency. The City may in addition, by ordinance adopted no sooner than five (5) days after notice of the City Council hearing (at which the District will have an opportunity to be heard) on the impending ordinance, declare an immediate

forfeiture of this Franchise; provided that if any material failure to comply with this Franchise by the District cannot be corrected with due diligence within the thirty (30) day period, the District's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control, in which case the time within which the District may so comply shall be extended for such time as may be reasonably necessary and so long as the District commences promptly and diligently to effect such compliance, provided a good faith dispute does not exist concerning such compliance.

B. Following completion of the remedies of Section 7.A, the Parties have the right to seek any and all remedies available at law, in contract or in equity, singly or in combination, in a court of competent jurisdiction.

C. In addition to other remedies provided herein, if the District is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending District right-of-way use permits until compliance is achieved.

#### Section 8. Non-exclusive Franchise.

This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area, which do not interfere with District's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

#### Section 9. Franchise Term.

This Franchise shall have a term of thirty (30) years from its Effective Date, and shall automatically renew on the anniversary date of the Effective Date for two (2) five-year terms, unless one Party gives the other Party notice of intent to terminate the Franchise at least one (1) year in advance of the expiration of the initial thirty-year term or any five-year extension.

#### Section 10. Franchise Fee.

As compensation to the City for its costs of creating and administering this Franchise, the District shall pay to the City a franchise fee ("Franchise Fee") as provided for in Section 14 of the Transfer Agreement.

#### Section 11. Compliance with Codes and Regulations.

A. The provisions of this Franchise shall take precedence over any

conflicting or inconsistent provisions of City Code or City ordinances, as now in effect or as subsequently amended.

B. Nothing in this Franchise limits the City's lawful power to exercise its police power to protect the public safety, health and welfare, including during an emergency or an imminent threat to the public safety, health and welfare.

C. Subject to Section 11.A, the District shall obtain in advance of any work in the Public Rights-of-Way, any permits or approvals required by City laws, regulations and standards, and shall pay applicable fees, and also shall perform any work in the Public Rights-of-Way in accordance with applicable federal, state, county and City laws and regulations.

D. In the event that any territory served by District is annexed to the City after the effective date of this Franchise, such territory shall then be governed by the terms and conditions contained herein upon the effective date of such annexation.

#### Section 12. Location of Facilities and Equipment.

With the exception of components that are traditionally installed above ground such as vault lids, risers, manhole covers, pump stations, lift stations, generators, electrical control panels, power meters, telephone connections and utility markers, all Facilities and equipment to be installed within the Franchise Area shall be installed underground; provided that such Facilities may be installed above ground if so authorized by the City, which authorization shall not be unreasonably withheld, conditioned or delayed, consistent with the provisions of the City's Code and applicable development pre-approved plans.

#### Section 13. Record of Installations and Service.

With respect to excavations by the Parties within the Franchise Area, each Party shall comply with its respective obligations pursuant to chapter 19.122 RCW, and as such statute may be modified and amended, and any other applicable state law.

Upon written request of the City, the District shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided that any such plan so submitted shall only be for informational purposes within the Franchise Area, and such plan shall be construed as a proposal to undertake any specific improvements within the Franchise Area.

Upon written request of the District, the City shall provide the District with the most recent update available of any plan of potential improvements to its improvements located within the Franchise Area; provided that any such plan so submitted shall only be for informational purposes within the Franchise Area, and such plan shall be

construed as a proposal to undertake any specific improvements within the Franchise Area.

As-built drawings of the precise location of any Facilities placed by the District in any street, alley, avenue, highway, easement, etc., shall be made available to the City within ten (10) working days of request.

#### Section 14. Shared Use of Excavations.

A. The Parties shall exercise best efforts to coordinate construction work within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Area informed of its intent to undertake such construction work. The Parties shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

B. If at any time, or from time to time, either the District or the City shall cause excavations to be made within the Franchise Area, the Party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(1) No statutes, laws, regulations or ordinances prohibit or restrict the proximity of other utilities or facilities to District Facilities installed or to be installed within the area to be excavated;

(2) Such joint use shall not unreasonably delay the work of the Party causing the excavation to be made; and

(3) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties. The Parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

The City reserves the right not to allow open trenching for five (5) years following a street overlay or improvement project. The District shall be given written notice at least one hundred eighty (180) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoria.

#### Section 15. Insurance.

The District shall maintain in full force and effect throughout the term of this Franchise, a minimum of Two Million Dollars (\$2,000,000.00) liability insurance for property damage and bodily injury.

The City shall be named as an additional insured on any policy of liability insurance obtained by District for the purpose of complying with the requirements of this Section.

In satisfying the insurance requirement set forth in this section, the District may self-insure against such risks in such amounts as are consistent with good utility practice. The District shall provide the City with sufficient written evidence, the sufficiency of which shall be determined at the reasonable discretion of the City, upon request, that such insurance (or self-insurance) is being so maintained by District. Such written evidence shall include, to the extent available from District's insurance carrier, a written certificate of insurance with respect to any insurance maintained by District in compliance with this Section.

#### Section 16. Vacation of Franchise Area.

If the City determines to vacate any Public Rights-of-Way in the Franchise Area where District Facilities are located or maintained, any ordinance vacating such Public Rights-of-Way shall provide and condition such vacation on the District obtaining at no cost to the District a permanent easement at least fifteen (15) feet wide in such vacated Public Rights-of-Way for the construction, ownership, operation, maintenance, repair and replacement of its facilities located and to be located in such vacated Public Rights-of-Way.

#### Section 17. Assignment.

All of the provisions, conditions, and requirements herein contained shall be binding upon the District, and no right, privilege, license or authorization granted to the District hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold, condition or delay.

#### Section 18. Notice.

Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any Party (collectively, "notices") shall be in writing and shall be validly given or made to another Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid. If such notice is personally delivered, it shall be deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, it shall be deemed

given three (3) business days after the deposit thereof in the United States Mail. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City:                   City Manager  
City of Ridgefield  
P.O. Box 608  
Ridgefield, WA 98642  
Phone: (360) 887-3557  
Fax: (360) 887-0861

To District :           General Manager  
Clark Regional Wastewater District  
PO Box 8979  
Vancouver, WA 98668  
Phone: (360) 750-5876  
Fax: (360) 750-7570

With copy to:           Clark Regional Wastewater District General Counsel  
Inslee, Best, Doezie & Ryder, P.S.  
Symetra Financial Center  
777 - 108th Avenue N.E., Suite 1900  
Bellevue, WA 98004

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other Party.

#### Section 19. Severability.

If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect.

#### Section 20. Non-Waiver.

The failure of either Party to enforce any breach or violation by the other Party or any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Franchise.

#### Section 21. Governing Law/Venue.

This Franchise shall be governed by the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall only be filed in Clark County Superior Court, Clark County, Washington.

#### Section 22. Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

#### Section 23. Amendment.

This Franchise may be amended only by written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 6 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by the District of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or document specifically:

(1) References this Franchise; and

(2) States that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document that does not comply with subsections (1) and (2) referenced immediately above, the provisions of this Franchise shall control.

Section 24. Survival of Terms. The Parties' mutual obligations to indemnify, defend and protect each other shall survive the termination, expiration, revocation or forfeiture of this Franchise.

Section 25. Directions to City Clerk.

Upon passage of the Ordinance that grants this Franchise, the City Clerk is authorized and directed to forward a certified copy of the Ordinance to the District. The District shall have thirty (30) days from the receipt of the certified copy of the Ordinance to accept in writing the terms of the Ordinance and this Franchise.

Section 26. District Acceptance of Franchise.

The District shall have no rights under this Franchise nor shall District be bound by the terms and conditions of this Franchise unless District shall, within thirty (30) days after the effective date of the Ordinance that grants this Franchise, file with the City its written acceptance of the Ordinance and this Franchise.

Section 27. Effective Date of Ordinance.

This Franchise, and the Ordinance that grants this Franchise, being an exercise of a power specifically delegated to the City Council, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Section 28. Effective Date of Franchise.

The terms and conditions of this Franchise shall not be binding on the City and the District unless the District Board of Commissioners within thirty (30) days of the effective date of the Ordinance adopts a resolution accepting this Franchise, and the date of the adoption of such resolution by the District Board of Commissioners shall be the effective date ("Effective Date") of this Franchise.




IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

CITY OF RIDGEFIELD

  
\_\_\_\_\_  
City Manager

Date: 7-11-2013

CLARK REGIONAL WASTEWATER  
DISTRICT

  
\_\_\_\_\_  
General Manager

Date: 07-24-2013


Attested to:

  
\_\_\_\_\_  
City Clerk


Attested to:

  
\_\_\_\_\_  
Clerk to Board of Commissions

Approved as to form:

  
\_\_\_\_\_  
Janean Parker, City Attorney

Approved as to form:

  
\_\_\_\_\_  
Rod P. Kaseguma, District Attorney

**Discovery Clean Water Alliance Administrative Lead Agreement**

**January 18, 2013**



## **DISCOVERY CLEAN WATER ALLIANCE ADMINISTRATIVE LEAD AGREEMENT**

THIS AGREEMENT is made and entered into by and between CLARK REGIONAL WASTEWATER DISTRICT, Clark County, Washington ("CRWWD") and the DISCOVERY CLEAN WATER ALLIANCE, Clark County, Washington ( the "Alliance"), each a Washington municipal corporation (collectively, the "Parties").

### **RECITALS**

A. On September 27, 2012, Clark County, CRWWD, the City of Ridgefield, and the City of Battle Ground ("Alliance Members") entered into the "Discovery Clean Water Alliance Interlocal Formation Agreement" ("Alliance Agreement"). The Alliance Agreement provides for the formation of the Discovery Clean Water Alliance, pursuant to the Joint Municipal Utility Services Act, Chapter 39.106 RCW.

B. The purpose of the Alliance is to jointly provide regional wastewater transmission and treatment for the Alliance's members and other contracting municipal wastewater utilities.

C. The Alliance Agreement designates CRWWD as the Administrative Lead to administer and manage the overall affairs of the Alliance for at least five years after the Alliance Operations Date, which is expected to be January 1, 2015.

D. Consistent with the Alliance Agreement, and pursuant to RCW 39.106.040, RCW 57.08.005 and Chapter 39.34 RCW, the Alliance and CRWWD desire to enter this Agreement to set forth the terms and conditions of CRWWD's service as Administrative Lead.

### **AGREEMENT**

In consideration of the following terms and conditions, the Alliance and CRWWD agree as follows:

1. Definitions. Unless otherwise provided in this Agreement, capitalized terms shall have the same meanings as the terms that are defined in the "Definitions" section of the Alliance Agreement.

2. CRWWD Services. Under direction of the Board, and consistent with the Alliance Agreement, Board resolutions and Board policies, and in consultation with the relevant Member agency committees established by the Board, CRWWD shall serve as the Administrative Lead and shall provide the services described herein and any other services authorized by the Board. CRWWD's services include, but are not limited to, the following:

## 2.1 Executive and administrative services:

2.1.1 Assist and support the Board and its committees and advisory boards by performing necessary executive and administrative services, including preparation of agendas and packets for all Board, committee and advisory board meetings.

2.1.2 Represent the Alliance on regional and local wastewater initiatives, issues and matters.

2.1.3 Report periodically to the Board regarding Administrative Lead services and Alliance activities and projects.

2.1.4 Monitor and carry out levels of service and standards associated with Alliance functions, defined in consultation with the relevant Alliance committees, and after review and endorsement by the Board.

2.1.5 Coordinate Administrative Lead duties and responsibilities with Operators and Members.

2.1.6 Implement public outreach and engagement services, as directed by the Board.

2.1.7 Serve as the Alliance SEPA lead agency.

2.1.8 Provide for an Alliance public records officer.

## 2.2 Financial and treasury services:

2.2.1 Prepare or oversee preparation of Operating Budgets.

2.2.2 Prepare or oversee preparation of Capital Budgets.

2.2.3 Develop and utilize financial accounting systems for Alliance functions, duties and reporting.

2.2.4 Monitor and carry out investment, debt or other financial policies defined in consultation with the relevant Member agency committees, and after review and endorsement by the Board.

2.2.5 Prepare or oversee preparation of computations and recommendations regarding the setting of Regional Service Charges.

2.2.6 Bill for and collect Regional Service Charges.

2.2.7 Prepare reports and recommendations regarding assumption of

debt and/or issuance of bonds by the Alliance.

2.2.8 Provide compliance and post-issuance services for any Bonds issued by Alliance.

2.2.9 Monitor and carry out Alliance Financial Policies (Exhibit A to Alliance Agreement).

2.2.10 Prepare Comprehensive Annual Financial Reports.

2.2.11 Oversee and handle audits of Alliance operations and functions.

2.2.12 Serve as Alliance Treasurer and designate the chief financial officer or treasurer of CRWWD to serve as Alliance Treasurer.

2.2.13 Invest excess cash reserves in the Clark County Investment Pool.

2.2.14 Carry out, or cause to be carried out, all usual, customary, statutory and regulatory duties and responsibilities of Alliance Treasurer.

### 2.3 Capital asset program management services:

2.3.1 Prepare Capital Plans that assess regulatory and industry trends, capacity needs, repair and replacement needs, and levels of service for Alliance assets.

2.3.2 Prepare capital management policies that consider all relevant factors.

2.3.3 Inventory and monitor the capacity of Regional Assets.

2.3.4 Manage, administer and implement expansion of or upgrades to Regional Assets for individual projects of more than \$50,000 (such value to be indexed to the Engineering News Record construction index for Seattle).

### 2.4 Hiring and personnel services:

2.4.1 Hire and designate employees, contractors and consultants, including but not limited to legal counsel, engineers and planners, to assist the Administrative Lead in providing services and carrying out responsibilities.

3. Powers and Authority; Compliance with Laws. Except as provided otherwise in the Alliance Agreement, CRWWD shall provide the services of this Agreement in accordance with the water-sewer district statutes and all applicable laws and regulations.



4. Compensation and Payment for Services. The Alliance shall establish a budget for Administrative Lead services as a component of the Operating Budget.

4.1 CRWWD shall provide services within the authorization of the Operating Budget and Capital Budget.

4.2 The Alliance shall pay CRWWD for all actual and reasonable costs incurred by CRWWD for providing services under this Agreement, including but not limited to allocable employee salaries and benefits, contractor and consultant services, administrative overhead, equipment, materials, supplies, utilities, taxes, fees and permits.

4.3 CRWWD shall charge for services in accordance with rates and schedules set forth in the Operating Budget.

4.4 CRWWD shall submit monthly invoices for services in a form and containing information reasonably required by the Board. Monthly invoices shall be equal to one-twelfth of the annual budget for Administrative Lead services in the Operating Budget, unless a separate schedule is set forth in the Operating Budget.

4.5 By March 31 of each calendar year, CRWWD and a committee created by the Board shall reconcile CRWWD's actual costs in the previous calendar year against CRWWD's budget for the previous calendar year, and shall report the results of the reconciliation to the Board. By June 30 of the same calendar year, the Board by motion shall revise the monthly payments for the remaining six months of the year.

4.6 Any payment that is delinquent after 60 days shall accrue interest at 12% per annum.

5. Term and Effective Date. This Agreement shall be effective from and after its execution by both Parties and listing by CRWWD on its website pursuant to RCW 39.34.040 through December 31, 2019. It shall be automatically extended for additional one-year terms unless the Alliance notifies CRWWD on or before December 31 of the calendar year prior to the calendar year in which the Agreement will expire, that the Agreement shall not be extended.

6. Early Termination. Either Party may terminate this Agreement for a material and substantial default by the other Party, if the default has not been cured in a reasonable period of time after written notice of default.

7. CRWWD Employees. If the Alliance transfers the Administrative Lead services to itself, the Alliance will use its best reasonable effort to hire the employees of CRWWD who request continued employment in their previous or similar positions. If the Alliance transfers the Administrative Lead services to another entity, the Alliance shall require

the other entity to use its best reasonable effort to hire the employees of CRWWD who request continued employment in their previous or similar positions.

8. Performance of Non-Alliance Services By CRWWD. CRWWD may perform any retail and wholesale services that are not in conflict with the services provided to the Alliance or in conflict with CRWWD's responsibilities under this Agreement.

9. Cooperation. The Parties shall cooperate fully in executing documents that are necessary for CRWWD to provide services under this Agreement.

10. Records.

10.1 CRWWD shall maintain accounts and records that sufficiently and properly document its services and charges under this Agreement.

10.2 Upon reasonable notice, each Party shall have the right to inspect and copy, without charge, all records held by the other Party relating to this Agreement.

11. Insurance. CRWWD shall provide insurance for its acts and omissions under this Agreement, with the same coverage and in the same amounts as is provided by CRWWD for its officers, employees and agents, and that insurance shall name the Alliance as a primary or as an additional insured. Upon request, CRWWD shall provide evidence of insurance coverage, in a form acceptable to the Alliance.

12. Indemnification. To the maximum extent permitted by law, the Alliance and CRWWD shall defend, indemnify and hold harmless the other Party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are related to any negligent acts, errors, omissions of the indemnifying party and its contractors, employees, agents and representatives in performing obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the Alliance or its contractors, employees, agents, or representatives, and CRWWD or its contractors or employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its contractors, employees, agents, or representatives. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Industrial Insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

13. Dispute Resolution; Remedies. The Parties shall first attempt to resolve a dispute by discussions between representative(s) of the Alliance and CRWWD. If the

discussions are not successful, the Parties may thereafter elect mediation, arbitration, including binding arbitration, or pursue any available remedies under law. If mediation or arbitration is selected, the costs shall be divided equally between the Alliance and CRWWD.

14. Notices. All notices and other communications under this Agreement shall be in writing by email, facsimile, regular U.S. mail or certified mail, return receipt requested.

If to the Alliance, the notice shall be sent to:

Chair of the Board  
Discovery Clean Water Alliance  
c/o Clark Regional Wastewater District  
8000 NE 52<sup>nd</sup> Court  
PO Box 8979  
Vancouver WA 98668-8979

or to such other person or place as the Alliance shall furnish to CRWWD in writing, with a copy to:

Hugh Spitzer  
Foster Pepper PLLC  
1111 3<sup>rd</sup> Avenue STE 3400  
Seattle WA 98101-3299

If to the Administrative Lead, the notice shall be sent to:

General Manager  
Clark Regional Wastewater District  
8000 NE 52<sup>nd</sup> Court  
PO Box 8979  
Vancouver WA 98668-8979

or to such other person or place as CRWWD shall furnish to the Alliance in writing, with a copy to:

Rod P. Kaseguma  
Inslee, Best, Doezie & Ryder, P.S.  
777 – 108<sup>th</sup> Avenue NE STE 1900  
Bellevue WA 98004

Notices shall be deemed given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

15. Severability. If any section or part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such action shall not affect the validity or enforceability of any other section or part of this Agreement.

16. Entire Agreement; Amendment. This Agreement contains the entire written agreement of the Parties and supersedes all prior discussions and agreements. This Agreement may be amended only in writing, signed by both Parties.

17. Successors and Assigns. All of the provisions, conditions, regulations and requirements contained in this Agreement shall be binding upon the successors and assigns of the Parties.

18. Survival. Section 12, Indemnification, shall survive the term, and any extensions thereof, of this Agreement.

19. No Third Party Rights. This Agreement is solely for the benefit of the Parties and gives no right to any other party or person.

20. No Joint Venture. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other Party.

21. Jurisdiction and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Clark County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

22. Enforcement; No Waiver; Prevailing Party Costs. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either Party. If either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party. The failure of a Party to exercise any right or enforce any provision of this Agreement shall not be considered a waiver of such right or enforcement remedy.

23. Independent Contractor. CRWWD is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the Alliance.

24. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

DISCOVERY CLEAN WATER  
ALLIANCE

Lisa Walters  
Lisa Walters, Chair

Date: 1-18-13

Attested to:

Neil Kimsey  
Neil Kimsey, Secretary

Approved as to form:

Hugh D. Spitzer  
Hugh D. Spitzer, Alliance Attorney

CLARK REGIONAL WASTEWATER  
DISTRICT

Norm Harker  
Norm Harker, President

Date: 1-15-2013

Attested to:

Denny Kiggins  
Denny Kiggins, Secretary

Approved as to form:

Rod P. Kaseguma  
Rod P. Kaseguma, CRWWD Attorney

**Clark Regional Wastewater District and City of Vancouver  
Service Plan  
Resolution No. 1586  
May 28, 2013**





**CLARK REGIONAL WASTEWATER DISTRICT  
CLARK COUNTY, WASHINGTON**

**RESOLUTION NO. 1586**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CLARK REGIONAL WASTEWATER DISTRICT, CLARK COUNTY, WASHINGTON; ADOPTING A SERVICE PLAN WITH THE CITY OF VANCOUVER.**

**WHEREAS**, the Clark Regional Wastewater District and the City of Vancouver executed a coordination of services agreement on June 28, 2010; and

**WHEREAS**, the agreement stipulates that Clark Regional Wastewater District will adopt a Service Plan within three years after the effective date of the agreement outlining the levels of service, standards and fiscal policies for operation and maintenance of the system; now therefore


**BE IT RESOLVED** by the Board of Commissioners of Clark Regional Wastewater District, Clark County, Washington, hereby adopts the Clark Regional Wastewater District & City of Vancouver Service Plan as set forth in Exhibit "A," attached to this resolution.

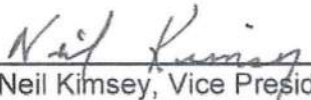
**ADOPTED** by the Board of Commissioners of Clark Regional Wastewater District, Clark County, Washington, at a regular meeting held on May 28, 2013.

**CLARK REGIONAL WASTEWATER DISTRICT**

Attest:

  
\_\_\_\_\_  
Denny Kiggins, Secretary

  
\_\_\_\_\_  
Norm Harker, President

  
\_\_\_\_\_  
Neil Kimsey, Vice President

**“EXHIBIT A”**  
**Clark Regional Wastewater District and City of Vancouver Service Plan**  
**Standards for Management, Operations and Maintenance of Wastewater Collection Systems**

**Operations and Maintenance**

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
1. Gravity Systems	A. Main Line Cleaning Program	i. Subdivision pipes built with PVC later than 1975 and pipes of good condition from CCTV records will be cleaned on an 8-year cycle
		ii. Subdivision pipes built with concrete prior to 1975 and known problem areas will be cleaned on a 3 to 5 year cycle
		iii. Known problem areas at risk for failure (hot spots) will be cleaned on separate rotation cycles, depending on severity (3, 6 or 12 month)
	B. CCTV Inspection Program	i. All gravity lines will be closed-circuit television inspected on an 8-year cycle
		ii. Both agencies will develop common pipe condition rating system
		iii. Both agencies will periodically review software and data compatibility at points of software update
	C. Manhole Inspection	i. Manholes will be inspected with CCTV program cycle annually
		ii. Limited access area manholes will be visually inspected annually for line flow and condition
	D. Limited Access Areas (primarily creek corridors)	i. Line cleaning and CCTV inspection will be completed on standard cycle (re-work)
	E. Lateral Ownership/ Maintenance	i. District to transition ownership of laterals to property owners prior to assumption (see also 3A(iii), 4F(i) and 5H(v))
2. Pressure Systems and Fixtures	A. Pump Stations	i. Both agencies will manage system performance to exceed published Ecology/EPA standards for excessive infiltration and inflow
		ii. Both agencies will address deficiencies noted through CCTV inspection process
		iii. Both agencies will conduct spot checks and/or more involved investigations as needed
		i. All pump stations will be monitored by SCADA 24 hours/day (see also 3G(i) and 4G(ii))
		ii. Pump station sites will be physically visited twice weekly
		iii. Wet wells will be cleaned for grease and debris build-up as needed
	B. Force Mains	iv. Pumps will be rebuilt/replaced as needed
		v. Pump stations will have an uninstalled backup pump available
		vi. Pump stations will have backup generators and pumps available in the event of an emergency
	C. Air-Release Vacuum Relief Valves	i. All stations will be set up for pigging
		ii. Accessible force mains will be cleaned as needed for flow performance, odor or other operational issues (both agencies' long-term goal will be to configure all stations for cleaning)
		i. Air-relief valves will be annually inspected and maintained



Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan  
Operations & Maintenance (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
2. Pressure Systems and Fixtures (Continued)	D. STEP Systems	i. STEP systems will be annually inspected and alarm testing performed ii. STEP system tanks will be pumped as needed
	E. Motorized Operating Valve Systems/Siphons	i. Same level of service as Pump Stations (excluding pump and generator components) ii. Siphons under Salmon Creek will be cleaned annually
	F. Odor Control	i. Both agencies will continue to implement odor control on an as-needed basis
	G. Corrosion Control (liquid phase)	i. Force main discharge area will be tested annually during warm weather ii. Critical system-wide mechanical components will be tested every 3 years
3. Program	A. Utility Locates	i. All main lines will be located ii. All force mains will be located iii. All laterals will be located at sewer main line (if the lateral is owned by agency, then the lateral will be located to property line cleanout) (see also 1E(i), 4F(i) and 5H(v))
	B. Safety Issues/Concerns Confined Space	i. Safety program will at least be in full compliance with WISHA regulations ii. Safety program will be managed by a dedicated position iii. When entering manholes/wet wells, a confined space entry permit will be required iv. Ongoing safety training will be provided by Northwest Regional Training Center
	C. Customer Service	i. At a minimum, each agency will dedicate one full-time employee for fielding/dispatching all maintenance issues and handling day-to-day administrative duties for department
	D. Staff – Certification	i. All staff will be certified by position level with Washington Wastewater Collections Personnel Association
	E. CMOM Approach	i. An annual self-audit will be performed for Operations and Maintenance functions ii. CMOM will continue to be monitored for the status of rule promulgation
	F. Maintenance Management System (MMS)	i. Work orders will be generated for field activities ii. MMS will provide preventative maintenance schedules iii. MMS will maintain maintenance history and activities iv. MMS system will be integrated with the GIS system v. Both agencies will periodically review software and data compatibility at points of software update
	G. Supervisory Control and Data Acquisition (SCADA System)	i. SCADA will provide notification of critical system alarms (see also 2A(i) and 4G(ii)) ii. System monitoring and historical data will be captured in SCADA for use in troubleshooting pump station performance iii. SCADA will be utilized on all pump stations and other critical system assets (i.e., schools, churches, MOVs, etc.)

### Engineering and Pretreatment

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
4. Design Standards	A. Framework	i. Design Standards utilize “Criteria for Sewage Works Design, Department of Ecology, 2008”, as amended, as the primary framework, except as modified below
		ii. Washington State Department of Transportation (WSDOT) “Standard Specifications for Road, Bridge and Municipal Construction, 2010” for construction documents, as amended by WSDOT and the Agency Special Provisions (updated every two years post WSDOT updates)
		iii. Standard Drawings updated every two years
	B. “To and Through”	i. Development extends sewer to the limits of their project to serve upstream basins
		ii. Extensions for single-family homes connecting to sewer will be considered on case-by-case basis, including consideration of un-programmed septic elimination projects
	C. Gravity Lines	i. Minimum design grades shall be greater than Ecology minimum standards
		ii. As-built grades shall meet Ecology minimum standards
		iii. Temporary cleanouts shall be constructed with a sanitary tee per the City’s Stub Marker detail
		iv. 6” main lines will not be allowed
		v. Repairs will be made with full-circle, stainless steel bands
		vi. Concrete to PVC transitions will be made with Fernco Strongback coupling (or an equivalent product)
	D. Manholes	i. When required, manholes shall be externally sealed and visually inspected prior to backfill
		ii. Steps are required in all manholes
		iii. Manhole flow channels shall have a 0.2 foot difference in elevation from the in pipe(s) to the out pipe
		iv. When multiple pipes of differing sizes enter a manhole, the crowns of the pipes shall be at the same elevation
		v. When a lateral connects directly into a manhole without a main line connection into it, the flow channel shall have a 0.3 foot difference in elevation from the in pipe(s) to the out pipe
		vi. All connections to manholes shall be cored and booted
		vii. Inside drop connections will be allowed by exception only (larger manholes may be required)
		viii. Manholes receiving a force main discharge shall be internally coated
	E. Side Sewers (see also 5F)	i. Curbs are not required to be stamped with the letter “S”
		ii. Lateral ends shall be marked with a 2x4
		iii. Inspection requests require 1-day advanced notification (see also 5B)
		iv. Laterals shall have toning wire installed from the main line to the property line cleanout
		v. Cleanouts shall be required at the property line (installed with building service)
		vi. As-built submittal process shall be required for new construction
		vii. For existing homes, the Inspector will prepare a field drawing of the connection



Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan  
Engineering & Pretreatment (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
4. Design Standards (Continued)	F. Lateral Ownership and Maintenance	i. District to transition ownership of laterals to property owners prior to assumption (see also 3A(iii) and 5H(v))
	G. Pump Stations	i. Temporary pump stations shall meet the specifications required for permanent pump stations
		ii. Pump stations shall be monitored through a SCADA system (see also 2A(i) and 3G(ii))
		iii. Pump station sites shall be paved
		iv. Pump station site size shall be based on safe and adequate maintenance access
		v. Pump stations shall be designed with submersible pumps
		vi. The minimum size for wet wells is an 8' diameter
		vii. Flow meters are required on all new pump stations
		viii. Pump stations with less than two hours of holding capacity are required to have a permanent generator
		ix. Pump stations without permanent generators are required to have an automatic transfer switch
		x. Electrical power to the pumps shall be routed through a quick disconnect panel
		xi. Pump stations shall have a manual override for the phase monitor
		xii. Pump stations shall have a float-controlled override for the PLC
		xiii. Primary level control shall be ultrasonic with a float back-up system
		xiv. Odor control will be installed around perimeter of pump station
		xv. Landscaping shall be installed around perimeter of pump station
		xvi. Potable water and irrigation shall be installed to the site on a case-by-case basis
	H. Pressure Mains	i. C900/9005 (green) and HDPE pipe and fitting materials are allowed
		ii. Thrust restraints on new pressure mains shall be Megalug Series 2800 and 2500
		iii. Thrust blocks are allowed only when connecting to an existing pressure main
		iv. Toning wire and locate stations shall be required for pressure mains
		v. Gate valves shall have resilient seats with non-rising stems and operators
	I. Grinder	i. If the grinder system is located outside of the building, then the sewer utility has oversight for standards and inspection
5. Development	A. Interim Pump Station	i. Interim pump station installations will be allowed based on unique situations with consideration for any one of the following criteria: 1) Gravity option costs exceed \$350,000 2) Gravity option is more than 1,500 feet away 3) Gravity option would require more than 3 easements or condemnation
	B. Inspection (see also 4E(iii))	i. Inspector will visit the site on a daily basis while sewer construction is ongoing
		ii. Inspector will witness all testing (CCTV by private consultant, air, mandrel)
		iii. Inspector will review as-builts for accuracy

Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan  
Engineering & Pretreatment (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
5. Development (Continued)	C. Warranties	i. A 2-year warranty is required on newly installed sewers
		ii. Within 1 year of installation, CCTV inspection is required
		iii. Following the CCTV inspection, the facilities will be added to the MMS inventory
		iv. All warranty inspections will be conducted in the winter prior to the warranty expiration
		v. Warranty bonding is not required
	D. Utility Review (RUR)	i. "To and Through" requirements will be addressed in the RUR
		ii. RUR will advise the developer where the point of connection is located
		iii. RUR will advise the developer if a pump station or alternative system is required
		iv. RUR will provide the developer with Pretreatment contact information
		v. Developer is advised that connection fees will be due at time of physical connection
	E. ERU Definition & Determination	i. The District will review ERU definitions during its Comp Plan update
	F. Side Sewer Permit Process (see also 4E)	i. Side sewer permits are available during normal business hours
	G. Oversize/Overdepth	i. Developer will be reimbursed for the cost difference for larger pipe based on the difference between the pipe size required for the development and the pipe size required by the Comp Plan
		ii. Developer will be reimbursed for the additional depth caused by requiring the larger pipe size (not overdepth to serve upstream basins)
	H. Offsite Laterals	i. All offsite laterals will be installed by the Developer's contractor
		ii. Developer will be reimbursed for the cost of offsite laterals for projects located within the District service area
		iii. Developer will be reimbursed through the latecomer process for the cost of offsite laterals for projects located within the City service area
		iv. District will apply a Local Facilities Charge to the benefitting properties
		v. District to transition ownership of laterals to property owners prior to assumption (see also 1E(i), 3A(iii) and 4F(i))
	I. Latecomer Reimbursement	i. Developer must initiate the latecomer reimbursement process within 45 days of final acceptance in order to be eligible
6. Annexation and Planning	A. Annexation	i. District annexations will be in conformance with RCW Chapter 57
		ii. City annexations will be in conformance with RCW Chapter 35
	B. Planning	i. Comprehensive General Sewer Plan/Sewer Master Plan will be updated at least every 7 years, generally in coordination with Clark County's Growth Management Plan updates
		ii. Flow projections will be based on an employee/acre basis for commercial/industrial-zoned property
7. Capital Program	A. Septic Elimination Program	i. Both agencies will continue with their existing programs to encourage septic conversions



Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan  
Engineering & Pretreatment (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
7. Capital Program (Continued)	B. Customer Generated Infrastructure	i. District will consider implementing the Septic Elimination Program as the primary approach to provide service to existing homes (similar to City's SCIP demand response)
	C. Utility Local Improvement District	i. District will consider implementing the Septic Elimination Program as the primary approach to provide service to existing homes (similar to the City's SCIP demand response)
	D. Restoration and Replacement (R&R) Program (see also 12B)	i. The basis of the R&R Program should be a predictive model
		ii. System/asset condition assessment shall be performed in order to inform the model
		iii. All projects will be identified in advance
		iv. Projects shall be prioritized based on a risk of failure and consequence of failure analysis
	E. Capital Improvement Program	i. Both agencies will develop a Capital Program that includes capacity projects, extends service, developer reimbursements and eliminating pump stations
		ii. Project lists will be developed, tracked and prioritized
		iii. Project delivery will be based on available funding for program
8. Project Delivery	A. Project Management	i. Each agency will maintain a project delivery process to ensure continuous communication and accountability
		ii. Each agency will review cost of delivery bi-annually to ensure projects are delivered in a cost-effective way
	B. Design	i. 50%, 90%, 99% & Final plans, specifications and estimates with internal reviews at each stage, including operations and construction management
		ii. Each agency will develop project design in-house or outsource to consultant, based on project complexity, schedule and resource availability
		iii. Specialty work will be outsourced, including environmental clearances/permitting and geotechnical
		iv. District will outsource surveying work and the City will perform surveying in-house
		v. Both agencies will utilize on-call design contracts to the extent practical
		vi. Both agencies will use Civil 3D design software
		vii. Public outreach will be project-specific based on complexity and impact
		viii. Real property (easements) will be acquired by Project Managers and include a legal review
	C. Bid and Award	i. Each agency will follow its own specific statutes for procurement
	D. Construction	i. Inspections will be performed as required, based on project complexity
		ii. Specialty inspections will be outsourced (compaction, structural, concrete)
		iii. Operations department will be involved during construction of pump stations to observe, provide input and direction in regard to longer-term maintenance
		iv. Each agency will provide CCTV inspection by agency forces
	E. Post Construction	i. Each agency will adopt acceptance criteria that includes a maximum of ½" sag (using a 1" reference ball), with one sag allowed per line segment
		ii. A 1-year warranty is required on all work

Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan  
Engineering & Pretreatment (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
8. Project Delivery (Continued)	E. Post Construction (Continued)	iii. Within 1 year of installation, CCTV inspection is required iv. Following the CCTV inspection, the facilities will be added to the MMS inventory
	F. Spot Repairs	i. Each agency will maintain a spot repair program (engineering function at the District, Operations function at the City)
9. Pretreatment	A. Pretreatment/Source Control	i. District and City will continue to coordinate Pretreatment programs closely
		ii. District will prepare for delegation by Ecology
		iii. When District is delegated, the City and District programs should be fully coordinated/compatible
		iv. District will develop an amalgam program to begin at time of delegation
		v. FOG inspections will be performed on a 6-month frequency with more frequent inspections on a case-by-case basis
		vi. Oil/water separator inspections will be performed on an annual frequency with more frequent inspections on a case-by-case basis
		vii. District and City will each continue with their current public outreach efforts
10. Customer Service	A. Customer Service	i. District and City will each continue with their current level of service
11. GIS	A. Software	i. Both agencies use ESRI software for GIS with ArcSDE database structure ii. Each agency will perform periodic review of software upgrades and data compatibility between the agencies
		i. Each agency will maintain a dedicated staff person to maintain GIS records for sewer infrastructure
	C. Data Access	i. Each agency will not have a public portal to the data ii. Each agency will have internal web-based accessibility
		i. Each agency's GIS and MMS systems will be connected
	E. Data Input/Collection	i. Record drawings will be imported manually from CAD or TIFF images
	F. Uses	i. Each agency will use the GIS system to support asset management, including criticality analysis, project prioritization, cartography, predictive asset management and other analysis



### Finance and Customer Service

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
12. Fund Structure/Reserves	A. Operations and Management	i. Each agency will maintain a minimum of 60 days cash operating expenses
		ii. Minimum reserve level phased in over 5 years
	B. Repair and Replacement (see also 7D)	i. Fund R&R at minimum of 100% of annual depreciation
		ii. Minimum fund balance of 2% of gross asset value
		iii. Additional funding as needed to meet cash flow requirements for asset management program's list of specific future project needs for 20 years
	C. Debt Service/ Debt Stabilization/ Rate Stabilization	i. Paid from rates and/or system development charges
		ii. Debt service coverage ratios shall be in compliance with bond issuance requirements
		iii. Debt service reserves shall be in compliance with bond issuance requirements; minimum of 1 year of debt service
	D. Unemployment	iv. Rate stabilization minimum funding equal to the annual billing of any major customer(s) who comprise more than 5% of the total billed revenues of the utility
		i. Each agency is self-insured for unemployment and (per RCW) will maintain reserve equal to one employee's maximum claim amount
13. Debt Metrics	A. Metrics/Ratios	ii. Allocation of system costs charged to new customers at connection to sewer system
		iii. Partially funds infrastructure related to growth per the 20-year capital plan
		iv. SDC charged and paid for every new connection
14. Rates	A. Rates	v. SDC reviewed every 2 to 4 years
		vi. Connection charges partially fund the debt service related to new capital
		i. Debt service coverage ratios (operating and non-operating revenues less expenses requiring payment to outside entities) exceed the annual debt payment of both principal and interest, in compliance with bond issuance documents, typically > 1.25 times
		ii. Debt to equity ratio (total debt/total debt + total net assets) less than 60% debt, 40% equity
		iii. Maintain minimum Moody's investment grade of Aa3
		i. Updated 20-year rate model completed every 2 to 4 years
		ii. Rate architecture (consumption vs. flat rate) to be reviewed every 2 to 4 years with updated rate models
15. Miscellaneous Customer Service Fees	A. Miscellaneous Fees	iii. Rates will be sufficient to meet all financial policy tests
		iv. Revenue from rates sufficient to fund all O&M expenses
		v. Utility will utilize multi-year rate adoptions to provide rate stability and predictability
		vi. Utility will provide for stable rates with small, incremental adjustments
		vii. Gradual reduction in the difference between inside and outside city limit rates (City only)
		i. Miscellaneous customer service fees are priced no more than the cost of providing the service
		ii. Periodic review of miscellaneous customer service fees performed on a routine basis plan

Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan  
Finance & Customer Service (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
16. Utility Billing	A. Billing	i. Back bill policy – No less than 3 years back or to point of purchase/connection
		ii. Each agency will assess finance charge of 10% of current billed charges for late payments
		iii. Bills and notices are printed and mailed in the most cost-effective manner
		iv. Extended vacancies in connected properties will generally be billed for availability of service, unless addressed by separate program related to extended water shut off and/or physical disconnection from system
		v. Foreclosures may be initiated after 3 lien cycles (18 months past due)
		vi. Accounts receivable turnover (annual service charges/average accounts receivable balance) is > 6 times/year
		vii. Accounts receivable collection period (number of days in year/accounts receivable turnover) is < 60 days
	B. Cash Receipting	i. Multiple payment methods will be offered (direct debit, web payment, IVR payment)
		ii. No user fee will be assessed for debit, credit, e-check payments
		iii. Cash deposits will be batched daily for cash management
17. Accounting Functions	A. Budget	i. Budget will be prepared annually or biennially per business need
		ii. Single enterprise fund with Board/Council-designated sub-funds as directed by Board/Council
		iii. Actual vs. adopted budget variances monitored monthly or quarterly per business need
	B. Financial Reporting	i. Each agency will comply with GAAP/GASB requirements
		ii. Internal statements will be produced quarterly and reviewed with management/staff of each agency
		iii. External financial statements will be produced quarterly and reviewed with Board/Council of each agency
		iv. Each agency's current ratio (unrestricted current assets/current liabilities) will be > 1.0
		v. Each agency will maintain an O&M coverage ratio (total operating revenue/total operating expenses including annual depreciation expense) of > 1.0
	C. CAFR/SAO Audit	i. Each agency shall prepare a CAFR annually per modified-accrual basis accounting
		ii. Each agency's CAFR will undergo an annual SAO audit
		iii. Each agency will submit CAFR to the Government Finance Officers Association for the CAEFR award
	D. Payroll	i. Employee master file, pay, benefit and deduction codes will be maintained by the payroll department of each agency
		ii. A benefit program is provided by each agency for permanent employees
		iii. As part of the long-term transition plan, both agencies will move toward common pay practices and benefits



Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan  
Finance & Customer Service (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
17. Accounting Functions (Continued)	D. Payroll (Continued)	iv. Each agency will conduct periodic review of payroll and benefits on a routine basis, as part of the long-term transition plan
	E. Accounts Payable	i. Each agency will process cyclically per Council/Board meeting schedule
		ii. Each agency may perform additional accounts payable runs on an emergency basis
		iii. Each agency will review its Purchasing policy and update as necessary every 2 to 4 years
	F. Treasury	i. Each agency will review internal cash management controls and policies routinely
		ii. Each agency will review its debt policy routinely
		iii. Each agency will review its investment policy routinely
18. Information System	A. Systems/Software/Technology	i. Each agency will ensure its billing software and release patches are kept current within 12 months of latest release
		ii. Each agency will perform periodic review of its software applications (especially at time of software upgrades) for eventual compatibility, as part of the long-term transition plan
		iii. Each agency will ensure that the use of a third party vendor for electronic payment processing will be kept at a minimal cost to ratepayers
		iv. Each agency will offer e-billing
19. Customer Service	A. Operations	i. Each agency will maintain the following minimum customer service hours: M, Tu, Th, F 8AM-5PM and W 9AM-5PM
		ii. Each agency will provide walk-in and phone-in customer service
		iii. Each agency will measure customer satisfaction routinely
		iv. After hours/weekends phone coverage for each agency will be provided by an answering service
	B. Delinquent Accounts	i. Each agency will assess finance charge of 10% of current billed charges after one bill cycle
		ii. Past due process (District):
		1) IVR phone payment reminder after 1 bill cycle
		2) Provide courtesy reminder letter after 2 bill cycles
		3) Research for escrow/mortgage/bank contact information
		4) Provide intent to lien notice after 3 bill cycles
		5) Lien filed 15 days after intent to lien
		6) Provide lien notice after lien filed, including escrow/bank contact
		7) Provide intent to collect letter 7 days after lien notice
		8) Account turned over to collections 30 days after lien notice
		9) Provide right to foreclose letter after 6 <sup>th</sup> bill cycle 30 days past due, including escrow/bank contact
		10) Review account with attorney and general manager before initiating foreclosure

Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan  
Finance & Customer Service (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
19. Customer Service (Continued)	B. Delinquent Accounts (Continued)	ii. Past due process (District) (Continued): 11) Provide courtesy intent to foreclose letter after 9 <sup>th</sup> bill cycle 30 days past due, including escrow/bank contact 12) Provide intent to foreclose letter 30 days after courtesy intent to foreclose, including escrow/bank contact 13) Research for escrow/mortgage/bank contact information 14) Order litigation title search 15) Lien filed for all outstanding sewer service charges, collection fees and litigation title search 16) Past due accounts are turned over to legal counsel to initiate foreclosure 40 days after lien filed
		iii. Past due process (City): 1) Past due reminder 10 days after due date 2) Final disconnection 12 days after past due reminder 3) Phone call after final disconnection notification 4) Water shutoff after 45 days 5) Notice of collections 60 days after account closed 6) At end of following month, account turned over to collections (remains for 7 years)
		iv. Bankruptcy write-offs for each agency will total less than 0.03% of billed revenues
		v. Bad debt write-offs for each agency will total less than 0.05% of billed revenues

**Amendment to Memorandum of Understanding (MOU)  
Ridgefield Wastewater Collection System Transfer**

**December 27, 2012**





**Amendment to Memorandum of Understanding (MOU)  
Ridgefield Wastewater Collection System Transfer**

This **AMENDMENT** to the "Memorandum of Understanding (MOU) Regarding Ridgefield Wastewater Collection System Transfer" ("MOU") is entered into this 13 day of December, 2012 between the City of Ridgefield ("City") and the Clark Regional Wastewater District ("District"), referred to collectively as the Parties ("Parties"), both municipal corporations of the State of Washington.

**Whereas**, the Parties entered into the MOU on May 10, 2012; and

**Whereas**, the ninth recital of the MOU states that the Parties have determined it is in the best interests of the City citizens and the District customers for the City to work with the District to determine the means by which the District could own and operate the City's wastewater collection system on behalf of the City; and

**Whereas**, the tenth recital of the MOU states that the Parties desire to investigate and analyze a transfer of the City's system to the District ("collection system transfer") to ensure consistent and dependable service, maintain stable rates for all customers and promote economic development in the City and in the region; and

**Whereas**, since execution of the MOU, the staff of the Parties have developed a draft agreement that sets forth the terms and conditions of and procedures for the collection system transfer ("transfer agreement"); and

**Whereas**, the transfer agreement is substantially complete; and

**Whereas**, the staff of the Parties are obtaining, reviewing and preparing documents that relate to the collection system transfer, in preparation for the transfer; and

**Whereas**, the staff of the Parties need further time to obtain, review and prepare such documents and to carry out other aspects of the transfer; and

**Whereas**, the MOU expires on December 31, 2012; and

**Whereas**, Section 6 of the MOU authorizes the Parties to extend the MOU; and

**Whereas**, the City Council and the District Board of Commissioners have determined that an extension of the term of the MOU until December 31, 2013 will be in the best interests of the City and the District, and will be consistent with the anticipated date of the collection system transfer, which is January 1, 2014; now, therefore

1. The Parties agree to amend Section 6 of the MOU to read as follows:

This MOU shall terminate on December 31, 2013, but may be extended by agreement of the Parties.

2. All other sections of the MOU shall remain in full force and effect.

**CITY OF RIDGEFIELD**

By: [Signature]  
City Manager

Date: 12.13.12

Attest:

By: [Signature]  
City Clerk

Approved as to Form:

By: [Signature]  
City Attorney

**CLARK REGIONAL WASTEWATER DISTRICT**

By: [Signature]  
General Manager

Date: 12-27-2012

Attest:

By: [Signature]  
Clerk to the Board

Approved as to Form:

By: [Signature]  
District Legal Counsel