

**INTERLOCAL AGREEMENT
BETWEEN**

**THE CITY OF VANCOUVER
AND
CLARK REGIONAL WASTEWATER DISTRICT**

REGARDING INDUSTRIAL PRETREATMENT

This is an interlocal agreement for Industrial Pretreatment entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW this 9th day of December, 2013, between the Parties: the City of Vancouver, a municipal corporation and charter city of the first class of the State of Washington (hereafter "City") and Clark Regional Wastewater District, a municipal corporation of the State of Washington (hereafter "District").

RECITALS:

A. Pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services, which each is by law authorized to perform.

B. The City owns and operates a wastewater treatment system and must implement and enforce a Publicly Owned Treatment Works (POTW) Pretreatment Program to regulate and control wastewater discharges from industrial sources, users and facilities that discharge to such wastewater treatment system, pursuant to the requirements of the Federal Clean Water Act (33 U.S.C. §1251 *et seq*) and the regulations promulgated thereunder (40 CFR Part 403) and Chapter 90.48 RCW and the regulations promulgated thereunder; and

C. The City has been delegated the authority to permit and accept industrial wastewater discharges from all contributing sources, users and facilities pursuant to Washington State Department of Ecology Order No. DE 87-S188.

D. The District owns and operates a wastewater collection system.

E. The City and the District have entered into a "Wholesale Wastewater Treatment Agreement" and a "Coordination of Services Agreement" dated June 2010 (hereafter "Joint Agreements"), whereby the City and District established the quantity of allowable discharge of wastewater from the District system to the City system, Westside Treatment Plant and charges for treatment services; and further agreed to coordinate and plan cooperatively their services, facilities and annexations.

F. Industrial sources, users and facilities located in the District currently contribute industrial wastewater discharges to the District system, which are discharged into the City system.

G. In order to continue to provide services to the District, the City must ensure that wastewater contributed from industrial sources, users or facilities located in the

District meet or exceed the standards and requirements prescribed in the City's pretreatment ordinance, Vancouver Municipal Code Chapter 14.10 (hereafter "VMC 14.10").

H. It is in the best interests of the Parties of this Agreement and in the interest of the public health, safety and welfare of the area served by the Parties that this Agreement be executed.

AGREEMENT

Pursuant to RCW 39.34 and in consideration of the terms, conditions, covenants and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof, the parties agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to define roles and responsibilities of the City and the District as set forth herein for adoption, maintenance and enforcement of industrial pretreatment standards; for the user identification and permitting process; and for inspection, sampling, records management, enforcement and other aspects of implementation and delivery of the City's and District's Pretreatment Programs.

SECTION 2. RECITALS ADOPTED

The recitals set forth above are hereby adopted as the factual basis for this Agreement.

SECTION 3. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply. Any terms not defined in this Section shall have the definitions in the most current version of Vancouver Municipal Code Chapter 14.10 (VMC 14.10) and District Code Chapter 5.52 (DC 5.52), if applicable.

- A. SERVICE AREA. Land within the District's boundary or outside the District's boundary but within the District's approved service area, which discharges to the City of Vancouver POTW.
- B. CONTROL DOCUMENT. A wastewater discharge permit or any other formal written discharge authorization or prohibition issued by the City, the District or Washington State Department of Ecology.
- C. PRETREATMENT FACILITIES. Wastewater treatment equipment or facility or portions thereof designed for the purpose of pretreating industrial wastewater.
- D. PUBLICLY OWNED TREATMENT WORKS (POTW). A treatment works as defined by Section 212 of the Federal Clean Water Act, 33 USC §1292, which is owned by the City or the District. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or

industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

SECTION 4. PRETREATMENT PROGRAM AUTHORITY AND STANDARDS

- A. City's Delegated POTW Pretreatment Program Authority. The City owns and operates a wastewater collection and treatment system and has been delegated the authority to permit and accept industrial wastewater discharges from all industrial sources, users and facilities, pursuant to Washington State Department of Ecology Order No. DE 87-S188. The City is currently the Control Authority over the POTW Pretreatment Program governing discharges to its wastewater treatment system pursuant to this delegation from the Department of Ecology.
- B. City's Adopted Pretreatment Ordinance. The City has adopted an ordinance, VMC 14.10, which establishes a POTW Pretreatment Program for the regulation and permitting of users and the enforcement of standards and requirements, which meet federal, state and local water quality standards for users.
- C. Amendment of City's Adopted Pretreatment Ordinance. In the event that the City amends its pretreatment regulations and standards contained in VMC 14.10, the City shall include the District in the process of amendment by (1) notifying the District when City staff has determined that amendment is needed, and its expected content; (2) providing the District with a copy of the staff report and the proposed amendment at the time that the proposed ordinance is provided to City Council staff for presentation to the City Council at a workshop or for Council action; and (3) notifying the District of the dates of any City Council consideration of the proposed amendment. City staff may invite District staff to internal meetings to consider such proposed amendment. The City shall notify the District within 30 days of adoption of any amendments to VMC 14.10.
- D. District's Adopted Pretreatment Resolution. In DC 5.52, the District has adopted Wastewater Pretreatment standards and requirements that meet or are more stringent than the City's applicable standards and requirements in VMC 14.10, which will be enforceable as to all users located in the Service Area.
- E. Amendment of District's Adopted Pretreatment Resolution.
 - i. Upon notification of adoption of any amendments made to VMC 14.10, the District shall, within 120 days, incorporate such revisions, modifications or amendments into DC 5.52 and any other District sewer use/pretreatment resolution, to the extent that the VMC 14.10 revision, modification or amendment significantly revises, modifies or amends DC 5.52 or any other District sewer/use pretreatment resolution.
 - ii. If the District amends its pretreatment regulations and standards in DC 5.52 and any other District sewer use/pretreatment resolution, the District shall include the City in the process of amendment by: (1) notifying the City when District staff has determined that amendment is needed, and its expected content; (2) providing the City with a copy of the staff report and

the proposed amendment at the time that the proposed resolution is provided to District staff for presentation to the District Board at a workshop or for Board action; and (3) notifying the City of the dates of any Board consideration of the proposed amendment. District staff may invite City staff to internal meetings to consider such proposed amendment. The District shall notify the City within 30 days of adoption of any amendments to DC 5.52 or District sewer use/pretreatment resolution.

- iii. Within 30 days of the City's receipt of notice of District final adoption of any amendments to DC 5.52, the City shall review such amendments and determine whether the adopted amendments meet or are more stringent than the City's applicable standards and requirements in VMC 14.10. If the amendments do not meet or are more stringent than the City's applicable standards and requirements in accordance with VMC 14.10, the City shall notify the District that it must enforce the City's applicable standards and requirements in accordance with VMC 14.10.

SECTION 5. AUTHORIZATION OF THE CITY TO ACT WITHIN DISTRICT

- A. The City may, with reasonable notice to the District, conduct inspections and sampling of users within the Service Area as it deems necessary to implement the provisions of VMC 14.10.
- B. If the District fails, on a timely basis, to take reasonably necessary and adequate enforcement action against non-compliant users in the District, then the City shall have the authority to immediately enter upon such user's facility and take such action on behalf of, and as agent for, the District pursuant to DC 5.52 to the extent authorized by law.
- C. The City may take emergency action, whenever reasonably necessary, to stop or prevent any discharge, which presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through or sludge contamination. The City will provide informal notice to the user and the District of its intent to take emergency action as soon as is reasonably possible.

SECTION 6. OBLIGATIONS OF THE DISTRICT

- A. General Obligations of District.
 - i. The District will take emergency action reasonably available to immediately stop or prevent any discharge from the Service Area to the City POTW, which presents, or is reasonably likely to present, an imminent threat or danger to the public health or welfare, or to the quality of the environment, or which threatens to cause interference, pass through or sludge contamination.

- ii. The District agrees to fulfill its pretreatment responsibilities by providing and maintaining sufficient funds, personnel and other resources to fully and effectively fulfill its duties and obligations as set forth in this Agreement and DC 5.52.
- iii. The District agrees to fulfill its pretreatment responsibilities set forth in Sections 7 through 12 of this Agreement in accordance with the approved City of Vancouver Industrial Pretreatment Program Manual as now exists, and as amended upon the effective date of future amendments (hereafter "Manual").

B. Specific Obligations of District.

- i. The District agrees to take all actions reasonably necessary to perform pretreatment related activities set forth in this Agreement in accordance with the Manual.
 - (a) In the event that the City amends the Manual, the City shall include the District in the process of amendment of the Manual by notifying the District when City staff has determined that amendment is needed, and its expected content. If the City staff has authority to amend the Manual without City Council approval, City staff shall provide the District with a copy of the proposed amendment prior to adoption by City staff. If the City Council must approve the amendment, City staff shall (1) provide the District with a copy of the staff report and the proposed amendment at the time that the proposed amendment is provided to City Council staff for presentation to the City Council at a workshop or for Council action, and (2) notify the District of the dates of any City Council consideration of the proposed amendment. City staff may invite District staff to internal meetings to consider such proposed amendment.
 - (b) The City shall forward a copy of any amendment to the Manual to the District within 30 days of adoption.
- ii. Such duty on behalf of the District shall include the performance of all technical and administrative tasks reasonably necessary to implement and enforce DC 5.52 and any District sewer use/pretreatment resolution with respect to such users. At a minimum, the District agrees to perform the specific actions set forth in Sections 7 through 12 of this Agreement.

SECTION 7. USER IDENTIFICATION

- A. To identify and categorize users, the District will use the District's internal procedures that are consistent with the City's Manual. This shall include methods for periodic and ongoing surveys of all users, which will be processed by the District as follows:
 - i. All new and newly identified users shall complete and submit a user Pretreatment Survey in accordance with DC 5.52.170. The survey shall, at a minimum, include name and address of facility, nature of business, number of employees, raw materials and chemicals used in process, priority pollutants in discharge, wastewater pretreatment devices available and a detailed water balance.

- ii. The District will review and evaluate the completed survey to determine if the user is a Significant Industrial User (SIU) or otherwise has a reasonable potential for adversely affecting the collection or treatment operations. If a user is deemed to be a potential threat to the POTW, the District shall require the user to submit a more detailed user Pretreatment Application. The application shall, at a minimum, include a listing of all principal materials used, characteristics of the wastewater, including known priority pollutants, volume of discharge and waste load. The application will be used to evaluate the quality and quantity of wastewater discharged and also to determine spill potential.
 - iii. Upon receipt of the completed user Pretreatment Application, the District will review and evaluate the information and determine whether an Industrial Wastewater Discharge Permit (hereafter "Permit") is required. The District will inform the City of each determination.
 - iv. If the District determines that the user meets the definition of a Significant Industrial User or otherwise has a reasonable potential for adversely affecting the collection or treatment operations and the City of Vancouver POTW's ability to maintain compliance with its NPDES Permit, has spill potential or has potential for causing difficulties with sludge disposal, the District shall require a Permit. The District will promptly notify the City, and will promptly prepare a Permit to be issued by the City in accordance with Section 8.
 - v. The District will submit an annual report to the City specifying the users surveyed in the Service Area.
- B. Prior to connection to the public sewers, all new users shall be informed of their responsibility to provide survey information.
- C. When an existing SIU alters or increases its discharge in flow or pollutants characteristics by twenty percent (20%) or more, or any time it is requested by the City, the District will immediately require that such SIU respond to a user Pretreatment Survey. The District will forward a copy of the completed survey to the City within five (5) days of receipt of the survey.

SECTION 8. PERMITTING

- A. After determining that a Permit is required, and upon receipt of a completed wastewater discharge application, the District shall consult with the City's Pretreatment Coordinator, and prepare a fact sheet and draft Permit, which the District shall forward to the City. The City shall review, approve and issue the Permit.
- B. The District will inform the permitted user of its responsibility to monitor its facility discharge in accordance with its Permit.

- C. The District will facilitate the submission of a Permit renewal application within the timeframe specified in the Permit and will update the fact sheet and Permit. It is the City's responsibility to approve and issue a Permit renewal.
- D. The City shall forward a copy of any Permit or Permit renewal to the District within 30 days of its issuance by the City.

SECTION 9. SAMPLING

- A. The District will coordinate the discharge monitoring, sample collection and laboratory analysis for parameters with effluent limits in a user's permit.
 - i. All sampling procedures will be consistent with those in the City's Manual and will conform to procedures set out in 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency or Department of Ecology. All laboratory analyses shall be performed by an accredited lab, certified for the analysis by the State of Washington (with the exception of field pH readings).
 - ii. No permitted user shall be allowed to discharge industrial wastewater containing concentrations in excess of the daily or instantaneous maximum allowable discharge limits, "local limits", as stated in Table 14.10.080-1 of the VMC, unless authorized in writing from the City's Director of Public Works. These limits shall apply at the point where the wastewater is discharged to the POTW.
 - iii. Users shall also be subject to "instantaneous limits" of equal to twice the daily maximum concentration limit for any pollutant for which a composite sample is required in a Permit in accordance with VMC 14.10.080 E.
 - iv. All concentrations for metallic substances are for "total" metal unless indicated otherwise.

SECTION 10. INSPECTIONS

- A. The District will perform inspections, surveillance and oversight on users to determine and/or confirm compliance with applicable pretreatment standards and requirements. The District will thoroughly inspect each SIU annually and document findings and efforts to resolve deficiencies.
 - i. The District will notify the City of any pretreatment related inspections of SIUs and provide reasonable opportunity for the City to attend all such inspections.
 - ii. The District will complete an inspection report and forward copies of all such reports to the City within sixty (60) days of the inspection.

SECTION 11. ENFORCEMENT

- A. The District will enforce the provisions of its DC 5.52 and the effluent limits and conditions of a Permit issued to a SIU in the Service Area. Enforcement proceedings shall follow the City's Enforcement Response Plan (ERP), as now exists and as amended upon the effective date of further amendments. The District shall issue and accomplish Initial Enforcement Remedies as provided in the ERP, with the consultation of City staff. For Administrative Enforcement Remedies under the ERP, including Notice of Violation and Compliance Orders, the District shall prepare records, evidence and notices in accordance with the ERP for review and approval by the City. Responsibility for other administrative and judicial enforcement actions may be allocated between the parties as negotiated by District and City legal staff.
- B. After commencing an investigation of or during an enforcement action against a SIU, the District will submit monthly status reports to the City. Such reports will include the schedule for an enforcement action.
- C. Nothing in this Agreement shall be construed as prohibiting the District's ability to take any other action or enforcement, beyond those stated in this Agreement, to the extent authorized by law.

SECTION 12. RECORDS MANAGEMENT

- A. The District agrees to maintain current information on SIU's and shall prepare an annual Industrial Waste Survey consistent with the City's pretreatment year, which is August 16 through August 15. The District shall forward a copy of an annual Industrial Waste Survey to the City no later than September 1.
 - i. Consistent with the Public Records Disclosure Act, and any other public records statutes, the District will allow the City to inspect and copy records that are relevant to the obligations and duties of the District under this Agreement for any user.
- B. The District will review and recommend approval of plans and operating procedures for pretreatment measures at a user's property or facility. Prior to approval, the District will notify the City of its intent to approve the plans and operating procedures, and will give the City an opportunity to suggest adjustments.
- C. The City will submit annually a report to the Department of Ecology specifying the SIU's surveyed by the District. The City shall make copies of the report available to the District.

SECTION 13. ENFORCEMENT OF AGREEMENT BY CITY

If the City reasonably determines that the District has failed or refused to fulfill its duties and obligations as set forth in this Agreement, then the City shall notify the District and the District shall develop and issue a remedial plan within ten (10) days. If the District has not issued a remedial plan or has not fulfilled its duties and obligations under this Agreement within the ten-day period, the City may develop and issue a remedial plan

containing a description of the nature of the deficiency in the District's performance of the duties and obligations under this Agreement, an enumeration of necessary measures to remedy such deficiency and a reasonable timeline for implementation. Upon completion, the City shall forward the remedial plan to the District. The District agrees to implement such remedial plan. Should the District fail to implement such remedial plan, it is agreed among the parties that the City may seek enforcement of, and the District may oppose, such remedial plan in a court of competent jurisdiction.

SECTION 14. INTERAGENCY COMMUNICATIONS

All notices, communications and reports in connection with this Agreement, unless otherwise noted, shall be directed to the following staff. 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.

The City of Vancouver
 Public Works Director
 P.O. Box 1995
 Vancouver, WA 98661

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

EMERGENCY SPILL REPORTING	
Clark Regional Wastewater District Pretreatment Coordinator (360) 750-5876	City of Vancouver Industrial Pretreatment Coordinator (360) 487-7130
24HR Response (360) 750-5876	Westside Treatment Plant 24HR Response (360) 772-1852
Clark County Public Health (360) 397-8428	WA State Department of Ecology Water Quality Engineer Southwest Regional Office PO Box 47775 Olympia, WA 98504
	24HR Response (360) 407-6300

SECTION 15. OTHER PROVISIONS

A. ENTIRE AGREEMENT. This Agreement contains the entire written agreement and constitutes the final Agreement between the Parties concerning the adoption and enforcement of pretreatment standards and requirements for users. This Agreement supersedes all prior discussions and previous agreements concerning such interjurisdictional industrial and commercial discharges or pretreatment, including the Interjurisdictional Agreement dated June 14, 1999. This Agreement is not intended to supersede any provisions of the Joint Agreements. This Agreement may be amended only in writing, signed by both Parties.

- B. 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.
- C. OVERSIGHT COMMITTEE. The Oversight Committee, established by the Joint Agreements, shall be responsible to monitor and discuss implementation of and ongoing compliance with this Agreement.
- D. REVIEW AND AMENDMENT. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (33 U.S.C. § 1251 *et seq.*), RCW Chapter 90.48, and the rules and regulations issued thereunder, as necessary, but at least every five (5) years on a date to be determined by the Parties. The terms of this Agreement may be amended only by written agreement of the Parties.
- E. FURTHER DOCUMENTS. The City Manager and District General Manager, or their designees, are authorized to execute or furnish such documents as may be necessary to implement and consummate this Agreement and the actions, duties or responsibilities of this Agreement.
- F. NOTICE OF EXPANSION. The District shall provide adequate notice to the City prior to expansion of the Service Area that includes a SIU, or a commercial or industrial development.
- G. TERM OF AGREEMENT. The term of this Agreement shall be thirty (30) years, which shall renew automatically for successive one year terms so long as there is a service agreement between the parties that provides for the discharge to the City's treatment facilities of industrial and commercial wastewater from contributing users in the District. Upon termination of such service agreement and cessation of discharge of such wastewater from the District into the City's system, this Agreement shall automatically terminate.
- H. TERMINATION. Because the Agreement is required by federal law, this Agreement may be terminated only if the Wholesale Wastewater Treatment Agreement between the parties that obligates the City to accept wastewater from the District has been terminated.
- I. DISPUTE RESOLUTION. The City and the District shall attempt to resolve a dispute regarding this Agreement by informal negotiation, pursuant to an informal process agreed to by both parties. If the parties fail to agree upon an informal process within five (5) business days of notice of a dispute, or fail to resolve the dispute through an agreed upon informal process, the parties shall submit the dispute to a dispute board for a non-binding determination. Each party shall timely appoint one member to the dispute board. Those members shall jointly appoint an additional member. The dispute board shall timely consider the dispute and make a non-binding determination. As long as the dispute board acts in a timely manner, the parties agree not to seek legal or equitable relief in the courts until the dispute board renders a determination. Thereafter, either party may seek legal or equitable relief in the courts.

J. JURISDICTION AND VENUE. This Agreement shall be interpreted in accordance with the laws of the State of Washington and relevant federal requirements. The Superior Court of Clark County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

K. NO THIRD PARTY RIGHTS. This Agreement is solely for the benefit of the City and the District and gives no right to any other party or person.

L. 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.

M. INDEMNIFICATION.

- i. Except as specifically provided in Subsection iii of this Section, to the maximum extent permitted by law, the City and the District shall defend, indemnify and hold harmless the other party, and its officers, officials, employees, contractors 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 officers, officials, employees, contractors and agents 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 City or its officers, officials, employees, contractors and agents, and the District or its officers, officials, employees, contractors and agents, each party's obligation hereunder applies only to the extent of the negligence of such party or its officers, officials, employees, contractors or agents.
- ii. 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.
- iii. Specifically, the District shall defend, indemnify and hold harmless the City and its officers, officials, employees, contractors and agents, from any and all claims, demands, suits, actions, fines, penalties, liability and costs incurred as a proximate result of process wastewater or domestic wastewater discharged from users, disruption of treatment processes, or operations, harmful degradation of sludge quality, NPDES permit violations, and other air, water and sludge quality violations caused by harmful wastes discharged from users; and incurred as a result of the failure of the District and its contractors, agents, employees and representatives to comply with this Agreement. The District's obligation hereunder shall include reimbursement to the City for fines or costs

stemming from injury to the City personnel, and for damage to the City facilities.

- iv. In the event that any suit based on such a claim, demand, suit, action, fine, penalty or liability is brought against either party, each party retains the right to participate in said suit if any principle of public law is involved.

N. ATTORNEYS FEES AND 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.

O. 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.

P. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Section 15G. Its method of termination is set forth in Section 15H. Except as otherwise specifically provided herein, each party shall bear its own costs and control its own manner of financing and of establishing and maintaining a budget therefore. No separate entity is created and no real or personal property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

Q. DELEGATION. In the event the District shall be authorized by the United States Environmental Protection Agency and the Washington State Department of Ecology to develop and implement a delegated POTW Pretreatment Program, the terms of this Agreement shall be reviewed, revised and updated.

R. DOCUMENT EXECUTION AND FILING. The District and the City agree that there shall be three (3) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the District and the City. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by the District. The Vancouver City Clerk shall cause a copy of this agreement to be posted on the City website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties. One each of the duplicate originals shall be distributed to the designated agents of the parties, named as follows:

City of Vancouver
Industrial Pretreatment Program Manager
P.O. Box 1995
Vancouver, WA 98668

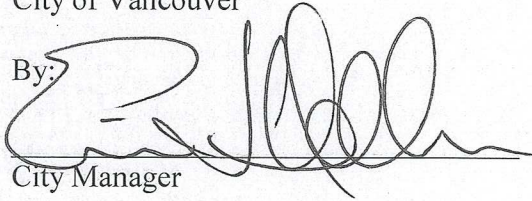
Clark Regional Wastewater District
District Engineer
P.O. Box 8979
Vancouver, WA 98661

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

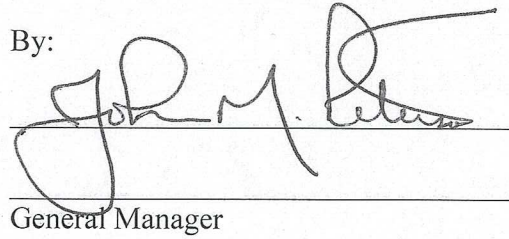
City of Vancouver

Clark Regional Wastewater District

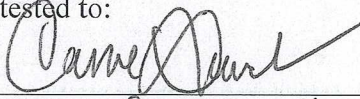
By:


City Manager

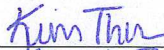
By:


General Manager

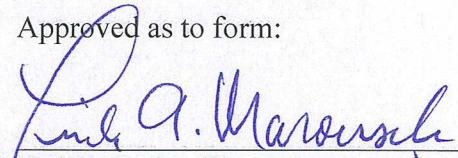
Attested to:


City Clerk *Carrie Lewellen*
Deputy City Clerk

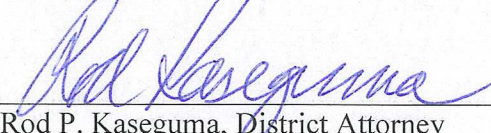
Attested to:


Clerk to Board of Commissioners

Approved as to form:


for Ted H. Gathe, City Attorney *assist city attorney*

Approved as to form:


Rod P. Kaseguma, District Attorney