

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF RIDGEFIELD
AND CLARK REGIONAL WASTEWATER DISTRICT
FOR SPECIALIZED SERVICES AND PUBLIC WORKS CONSTRUCTION**

THIS IS AN INTERLOCAL AGREEMENT for public works construction entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the **Clark Regional Wastewater District**, a special purpose district providing wastewater services within Clark County, Washington (the “District”), and the **City of Ridgefield**, a municipal corporation and charter city of the second class in the State of Washington (the “City”), referred to collectively as “Parties” or individually as “Party”.

WHEREAS, 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; and

WHEREAS, the City and the District each have employees with highly specialized expertise related to the design, permitting, construction, inspection, and maintenance/operations of public works infrastructure, and acquisition of real property interests related to such infrastructure; and

WHEREAS, the City and the District are each authorized to construct sewer or wastewater systems and facilities pursuant to the statutes relating to counties and water-sewer districts and to construct public works pursuant to Chapter 39.04 RCW; and

WHEREAS, on occasion efficiency and economy may be achieved by one Party utilizing

employees of the other Party with such highly specialized expertise;

WHEREAS, on occasion the inclusion of a public work by one Party in the public work project of the other Party will be cost effective and efficient;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein.

The Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to permit one Party to use the employees of the other Party to provide highly specialized services related to public works infrastructure and authorize one Party to include in its public works project a public work of the other Party on a case-by-case basis, to facilitate efficiency and cost effectiveness.
2. DEFINITIONS. Unless otherwise indicated in this Agreement, the following terms are defined as set forth below:

“Agreement” means this document and its terms, conditions, covenants, and performances as well as the attached Exhibits, which are incorporated herein and made a part hereof.

“Contracting Party” means the party that provides a Service or constructs a Project and includes in the Project the Work of the User.

“Project” means a public work as defined by RCW 39.04.010(4), which is all work, construction, alteration, repair, or improvement other than ordinary maintenance, that is executed by the Contracting Party and includes the Work requested by the User.

“Service” means highly specialized services completed by employees who are highly qualified

by expertise or educational background to design, permit, construct, inspect, or maintain/operate public works infrastructure, or acquire real property interests related to such infrastructure.

“User” means the party that requests a Service or includes Work in the Contracting Party’s Project.

“Work” means all survey, materials, equipment, labor, construction, construction inspection and contract administration requested by the User to be included in the Contracting Party’s Project, and after approval, all such items actually included in the Contracting Party’s Project.

“Working days” means Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

3. REQUEST FOR SERVICES AND WORK.

3.1. Communication. The City and the District have historically worked together to coordinate, plan, construct and maintain public works. The Parties agree to use their best efforts to keep each other informed of their respective public works projects, particularly those that could include a public works of the other Party.

3.2. Request for Work.

3.2.1. If the User desires to request Services or include Work in a Project of the Contracting Party, the User shall provide to the Contracting Party a written request (electronic or paper format) for Services or inclusion of the Work in the Contracting Party’s Project.

The written request for Services or Work shall specify the type, scope, extent, location and estimated cost of the Services or Work, including but not limited to the elements and information described in the definition of “Service” or “Work” in Section 2 of this Agreement.

3.2.2. Within seven (7) days of receipt of a request for Services or Work, the Contracting Party shall advise the User in writing of its willingness and ability to provide the Service or do the Work. The Parties shall as expeditiously as possible discuss the request. The discussion shall include, but not be limited to, the type, schedule, budget, and cost (direct and indirect) for the Services, the specifications, plans and provisions for the Work and its relationship to and inclusion in the Project. The Parties recognize and agree that the workload of the Contracting Party may prevent or delay the ability to provide Services or inclusion of the Work in the Project. The Contracting Party shall have sole discretion to accept, accept as modified or reject the request for Services or Work.

3.2.3. Services. If the User agrees with the type, schedule and cost (direct and indirect) for the Services, the User shall promptly give notice of its acceptance to the Contracting Party. The Contracting Party shall prepare a Reimbursable Work Request for the agreed upon Services in a general form agreed to by the Administrators of this Agreement as identified in Section 13, and containing the type, schedule, budget, and cost (direct and indirect) for the Services. The Administrators shall sign the final Reimbursable Work Request. Upon mutual execution, the Contracting Party shall commence the Services; provided, that the Contracting Party’s performance shall be subject to availability of employees, equipment, and materials

necessary to perform the Services without unduly disrupting the normal operations and functions of the Contracting Party. As soon as possible, the Contracting Party shall notify the User of any postponement or re-scheduling of the Services. After the Reimbursable Work Request is executed, either Party may request a change to the Reimbursable Work Request. The Parties shall discuss and consider the request, and may, through their Administrators or designees, amend or replace the Reimbursable Work Request.

3.2.4. Work. If the Parties agree upon the specifications, plans and provisions for the Work, the Administrators, as identified in Section 13, shall confirm the inclusion of the Work in the Project, and the terms and conditions thereof, in writing, and shall include therein a date for issuance of the bid advertisement. Thereafter, the Administrator for the Contracting Party may change the date for issuance of the bid advertisement by giving notice thereof to the Administrator of the User. The Contracting Party shall include the Work as agreed to by the Administrators in the bid package for the Project. Unless agreed otherwise by the Administrators, the Work shall be in a separate schedule of work on the Project proposal form in the bid package. The Administrator for the Contracting Party shall deliver to the Administrator for the User a copy of the bid package prior to issuance of the bid advertisement.

3.2.4.1. Either Party may exclude the Work from the bid package for the Contracting Party's Project by notifying the other Party of the exclusion at least twenty-one (21) days prior to issuance of the bid advertisement for the Project or after that if mutually agreed upon by the Parties.

3.2.4.2. The Party responsible for exclusion of the Work under Section 3.2.4.1 of this Agreement shall reimburse the other Party for all actual direct and related indirect expenses and costs, including design, survey, engineering work, mobilization, construction engineering, contract administration and overhead costs associated with the Work, that are incurred up to the date of exclusion, as well as the cost of non-cancelable obligations, including any redesign, re-engineering or re-estimating, if necessary, to delete the Work.

3.2.4.3. The Contracting Party shall require the Contracting Party's contractor awarded the Project to have the User named as additional insured on all policies of insurance to be maintained by the contractor under the terms of the Project contract.

3.2.4.4. The Contracting Party shall require the Contracting Party's contractor to indemnify, defend and hold harmless the User and its officers, agents or employees from any claims filed against the User or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project.

4. BID ADVERTISEMENT AND AWARD.

4.1. Responsibilities during Bid Process. The Contracting Party will be the User's representative during the bid advertisement and award period. When requested by the Contracting Party, the User shall timely assist the Contracting Party in answering bid questions and resolving any design issues related to the Work. The Contracting Party will not answer any pre-bid questions regarding the User's Work without the User's approval. All comments and clarifications related to the bidding process must go through the

Contracting Party. The Contracting Party shall provide the User with written notification of the bid price for the Work specifically and the Project generally within twenty-four (24) hours after the bid opening.

4.2. Bid Consideration and Award. The Parties acknowledge and agree that the Contracting Party will review, accept, reject and award the bids for the Project in accordance with applicable competitive bidding requirements, rights and obligations of state law and the plans, specifications and provisions of the bid package. The Parties further acknowledge and agree that the User's Work will be considered an integral part of the Project and will not be treated differently or separately for competitive bidding purposes, unless agreed otherwise by the Administrators.

4.3. Elimination of Work. The Contracting Party will provide the User with an opportunity to review the bids submitted by contractors on the Project to determine whether the bids for the User's Work are subject to unbalanced bidding which would result in the User paying an unreasonable or inequitable amount for the Work or the bids are unreasonably high based on the User's estimated cost of the Work. The User may within forty-eight (48) hours of receiving the bid results for the Work request the Contracting Party to eliminate the Work from the Project and/or reject the bid for the Project. The Contracting Party may, but is not required to, eliminate the Work from the Project, taking competitive bidding laws, regulations and case authority into account.

5. CONSTRUCTION, INSPECTION, AND ACCEPTANCE.

5.1. Construction and Administration Responsibility. The Contracting Party shall construct and administer the Work on behalf of the User as specified in the bid package. The Contracting Party will keep the User advised as to the progress of the Project. The

Contracting Party shall notify the User if the Work cannot be completed as designed, regardless of cause. Whenever practical, the User shall have final discretion with regard to the design of field-adjustments relating to the User's Work. To the extent reasonably practicable, the User will provide the Contracting Party with its approval of any design field-adjustment decisions or alternative designs at least ten (10) working days before the anticipated work is scheduled to be performed.

5.2. Communication during Project. All formal communications between the User and the Contracting Party's contractor shall be through the Contracting Party's representatives; provided that the User may have informal communications with the Contracting Party's contractor if approved by the Contracting Party. The Contracting Party will inform the User of any proposed contractor schedule changes and the User must approve those changes. The User will attend scheduled weekly construction meetings to ensure necessary communication between the Contracting Party, User, and contractor.

5.3. Construction Observation. The User will provide an inspector to observe, inspect and approve the Work. The User inspector shall be onsite during or available to be onsite during normal predetermined business hours of work. If the contractor requests working outside of the hours specified in the construction contract, the Contracting Party shall receive approval from the User before approving the contractor's request.

5.4. Documentation. The User's inspector shall provide to the Contracting Party all inspection documentation including but not limited to inspection reports, pay notes, backfill test results, closed circuit TV reports and submittals of a material and substantial nature. The User assumes full responsibility for the User's Work including the constructability, tolerances, settlement and schedule requirements, provided that the User is given the

opportunity to inspect the Work. The User will have access to the Project area at all times for inspection of the Work.

5.5. Completion and Acceptance. Upon substantial completion of the Work, the Contracting Party shall provide the User with a written notice of its intent to issue a formal notice of substantial completion to the contractor. The User shall, within fourteen (14) calendar days of being notified by the Contracting Party of its intent to issue a notice to the contractor that the Work is substantially complete, perform any necessary walk-through or inspection of the Work and either (a) deliver to the Contracting Party a written letter of acceptance, or (b) deliver to the Contracting Party a written explanation in punch list format, detailing the reasons why the Work does not comply with the approved specifications and plans. The User and the Contracting Party will work diligently and in good faith to resolve any issues relating to the Work so as not to delay the Contracting Party's acceptance of the Project. If issues raised by the User are resolved, the User shall immediately deliver to the Contracting Party a letter of acceptance.

If the User does not respond within fourteen (14) calendar days as required by Section 5.5, the Work and the administration thereof shall be deemed accepted by the User, and the Contracting Party shall be released from all future claims and demands related to the Work. Acceptance of the Work by the User shall not constitute acceptance of any unauthorized or defective work or materials, nor be a waiver of any manufacturer's, supplier's, or contractor's warranties.

The Contracting Party's contractor shall warrant the workmanship and materials utilized in the Work to be free from defects for a period of one (1) year from the date of the Contracting Party's final acceptance of the Work, with all such warranties running to the

User as a third party beneficiary with full authority to make such warranty claims.

5.6. Future Costs. Upon completion and acceptance of the Work pursuant to Section 5.5, the User agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of any facilities constructed by the Work, without expense to the Contracting Party; provided, that the User shall not be responsible for any repair and maintenance costs that are the responsibility of the Contracting Party's contractor for the Project.

5.7. As-Built. The Contracting Party will prepare the final construction documentation in general conformance with the Contracting Party's and User's construction practices. The Contracting Party shall maintain one set of plans as the official "as-built" set, then make notations of all plan revisions typically recorded per standard practice of the Contracting Party. Once the User has accepted the Work per Section 5.5, the Contracting Party will provide one copy of the as-builts plans to the User upon request.

6. PERMITS AND APPROVALS. The User shall be responsible to apply for and obtain all required permits and approvals for the Work. The User shall provide a copy of all permits and approvals to the Contracting Party at least forty-five (45) calendar days prior to the bid advertisement date for the Project or as agreed to by the Contracting Party.

7. RIGHT OF ENTRY. If necessary to carry out the Work, the User shall obtain rights of entry for the Contracting Party and its contractors upon all privately owned lands. The rights of entry may include reasonable entry and use restrictions. The User shall provide copies of the rights of entry to the Contracting Party within five (5) working days prior to the date of Notice to Proceed to the Contracting Party's contractor.

8. BILLING METHOD AND PROCESS.

8.1. User Payment Requirement. The User shall pay for the Contracting Party's actual direct and related indirect cost of the Services or Work, as set forth in the signed Reimbursable Work Request, including any amendments, and including any design, survey, engineering work, mobilization, construction engineering, contract administration and overhead costs for the Work. The indirect rates charged to the User shall be consistent with the indirect rates formally adopted by the Contracting Party for overhead and contract administration. Indirect rates charged to the User that are not formally adopted by the Contracting Party shall be subject to review and verification by the User as to their reasonableness. The Contracting Party shall send invoices to the User, providing with each invoice sufficient documentation and information to justify the costs. If requested by the User, the Contracting Party shall send any information or records in its possession that relate to and support any invoice. The User shall pay the invoice within thirty (30) calendar days of receipt; provided that if the User disagrees with all or part of the invoice, the User shall notify the Contracting Party in writing of the disagreement within twenty (20) calendar days of receipt of the invoice. The notice shall include an explanation of the disagreement and shall be supported by documentation and information, if any. The User shall pay all parts of an invoice that are not contested within the thirty-day period. The User shall pay a contested portion of an invoice within thirty (30) calendar days after the parties resolve the disagreement. User shall have opportunity to review and approve Contracting Party's monthly billing (quantities) and change order requests prior to approval by the Contracting Party.

8.2. Billing and Payments. Billing for Services and Work will be monthly until the Project is

complete. Payments shall be remitted to the persons identified in Section 20 of this Agreement.

8.3. Delinquent Payments. Costs that are not paid within the applicable periods in Section 8.1 shall be delinquent. Delinquent charges shall accrue interest from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

8.4. Termination Right for Nonpayment. If the User fails to pay an invoice pursuant to Section 8.1, the Contracting Party shall have the right to terminate this Agreement, charging the User for the Contracting Party's associated costs of termination, including but not limited to non-cancellable items, delay costs, and unpaid contractor charges for the Work.

9. CHANGE IN WORK OR COST INCREASE.

9.1. Increase in Cost. In the event it is determined that the cost of the Work will exceed the contract amount or a change order approved amount (including sales tax, engineering, and contingencies) by more than ten percent (10%), the Contracting Party shall notify the User of the anticipated increase and seek the User's approval before the Contracting Party authorizes additional work or expenses and/or before the Contracting Party authorizes payment to the Contracting Party's contractor relating to the Work. The User will review and approve or deny the requested increase in cost within five (5) working days of being notified by the Contracting Party of such cost increase.

9.2. Notice of Change in Work. If the Contracting Party desires or the Contractor requests to add to or change the Work, it shall give advance notice of such proposed addition or change to the User, except as provided in Section 9.3 for emergencies or safety threats. The User shall respond to the Contracting Party's request within five (5) working days. The Contracting Party cannot proceed with the addition or change to the Work unless the

User approves the addition or change in writing. If the User fails to respond to the Contracting Party's request within the five (5) day period, the User shall be deemed to have denied the request. The User agrees to pay all costs associated with any User-approved addition or change to the Work, as well as the costs of project or Work delays and/or Contracting Party-approved contractor claims associated with the User's failure to respond timely or the User's failure to approve a meritorious change order.

9.3. Change in Work for Emergency. When the Contracting Party determines that a change in the Work is required to respond to or mitigate a Project emergency or safety threat, the Contracting Party has authority to implement the change without the User's prior approval. The Contracting Party shall notify the User of such change and the basis for the emergency or safety threat as soon as it becomes known to the Contracting Party and can be reasonably communicated. The Contracting Party's first priority will be to address the emergency or safety threat. The User agrees to pay all costs associated with emergency or safety threat changes to the Work.

9.4. Changes or Additions to Work. The User may request in writing changes or additions to the Work, provided the User provides the necessary plans and specifications for the change or addition. The Contracting Party shall implement the requested change or addition, as requested by the User or as agreed to by the Contracting Party and the User, as long as the change or addition does not negatively impact the Contracting Party's Project and does not materially delay the Project Schedule. The Contracting Party shall respond to the request within five (5) working days, and if the change or addition is approved (as requested or amended by agreement), shall include in the response the terms and conditions of the approved change or addition, including the cost, if any. The User agrees

to pay for the increases in Project cost, if any, for the approved changes or additions in accordance with Section 8 (Billing Method and Process).

9.5. Change Order Documentation. The Contracting Party shall make available to the User all change order documentation related to the modified Work, prior to the User approving any contract changes.

9.6. Different Materials or Structures. The Contracting Party shall provide to the User within twenty-four (24) hours any request of the Project contractor to use different materials or structures for the Work. The User shall within five (5) working days advise the Contracting Party as to whether it accepts the different material or structure. If the User fails to respond within five (5) working days, the Contracting Party shall be authorized to make a determination on the User's behalf.

10. TERM. The term of this Agreement is for a period of five (5) years, from the date this Agreement.

11. EXTENSIONS. The term of this Agreement shall automatically be extended in one (1) year increments, up to a maximum of ten (10) additional years, without further authorization of the legislative bodies of the Parties.

12. TERMINATION. Either Party may choose to terminate this Agreement by notifying the other Party in writing ninety (90) days prior to termination.

13. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the District General Manager and the City Manager shall administer this Agreement, monitor service level of this Agreement, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

14. DISPUTE RESOLUTION. In the event of a dispute between the District and the City which cannot be resolved by the contract managers, the District General Manager and the City Manager or their designated representatives shall review such dispute and may attempt to resolve the dispute.

14.1. Mediation. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of this Agreement that cannot be resolved by the District General Manager and the City Manager may be submitted to mediation.

14.2. Legal Actions or Proceedings. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the Superior Court of Clark County, Washington. Each Party shall be responsible for its own attorney's fees and costs.

15. INDEPENDENT CONTRACTOR. Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party. The City shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of the District an employee of the City or any employee of the City an employee of the District for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

16. THIRD PARTY CONSULTANT. The Contracting Party may contract with a third party to provide all or any of the Services. Before executing a contract or a task assignment on an existing contract for the Services, the Contracting Party shall provide the proposed scope of work and cost to the User. The User shall promptly review the work and cost and submit comments, if any, to the User.

17. HOLD HARMLESS/INDEMNIFICATION. To the extent authorized by law, the District and City shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, that if such claims are caused by or result from the concurrent negligence of (a) the District and (b) the City, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the District or the City, and provided further, that nothing herein shall require the District or City to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Agreement.

17.1. Participation in Legal Action. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against either Party, each Party retains the right to participate in said suit if any principle of public law is involved.

17.2. Worker's Compensation. This indemnity and hold harmless provision shall include

any claim made against either Party by an employee, officer, contractor, subcontractor or agent of the other Party, even if the other Party is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the first Party. Both Parties specifically acknowledge that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that each Party provide the other Party with the broadest scope of indemnity permitted by RCW 4.24.115.

18. ATTORNEYS FEES AND COSTS. The Parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

19. NO THIRD PARTY BENEFICIARY. The District does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the District. The District and City do not intend there be any third-party beneficiary to this Agreement.

20. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CITY OF RIDGEFIELD
P.O. Box 608
Ridgefield, Washington 98642
Attention: City Manager

To the District:

CLARK REGIONAL WASTEWATER DISTRICT
PO Box 8979
Vancouver, WA 98668-8979
Attention: General Manager

The name and address to which notices shall be directed may be changed by either Party giving

the other notice of such change to the other as provided in this section.

21. WAIVER. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

22. 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 Sections 10 (Term), 11 (Extensions), and 12 (Termination). Its method of termination is set forth in Section 12. Its manner of financing and of establishing and maintaining a budget therefore is described in Section 8 (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

23. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

24. AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties, except as provided in previous sections.

25. AUDIT AND RECORDS. During the progress of the District Work and for a period of not less than three (3) years from the date of final payment, both Parties shall maintain the records and accounts pertaining to the District Work and shall make them available during normal

business hours and as often as necessary, for inspection and audit by the other Party, State of Washington, and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the District Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

26. DOCUMENT EXECUTION AND FILING. The District and the City agree that there shall be two (2) 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 Ridgefield City Clerk and one shall be retained by the District. The Ridgefield 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 website, each such duplicate original shall constitute an agreement binding upon the Parties. One each of the duplicate originals shall be distributed to the designated agents of the Parties, named as follows:

Steve Stuart
City of Ridgefield, City Manager
P.O. Box 608
Vancouver, Washington 98642

Heath Henderson, P.E.
Clark Regional Wastewater District, District Engineer
PO Box 8979
Vancouver, WA 98668-8979

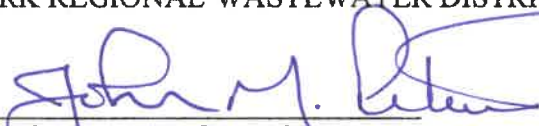
27. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

28. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the District and City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 14TH day of NOVEMBER, 2022.

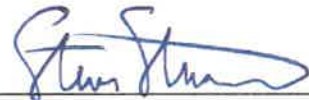
CLARK REGIONAL WASTEWATER DISTRICT

By:


John Peterson, General Manager

CITY OF RIDGEFIELD, a municipal corporation

By:


Steve Stuart, City Manager