

CLARK COUNTY
STAFF REPORT

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4/12



DEPARTMENT/DIVISION: Public Works
DATE: August 13, 2013

REQUEST: Authorize the County Administrator to execute the Amendment to Agreement to Transfer Temporarily Allocated Capacity of Wastewater Between Clark County, The City of Battle Ground and Clark Regional Wastewater District for Treatment of City of Ridgefield Wastewater Solids and the First Amendment Regarding Treatment and Beneficial Reuse of City of Ridgefield Domestic Waterwater Solids.

CHECK ONE: Consent Chief Administrative Officer

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems within Clark County
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a desirable quality of life
- Improve environmental stewardship and protection of natural resources
- Increase partnerships and foster an engaged, informed community
- Make Public Works a great place to work

BACKGROUND: Clark County treats the City of Ridgefield's domestic wastewater solids at the Salmon Creek Wastewater Treatment Plant. While Clark County currently owns the Treatment Plant, Clark Regional Wastewater District and the City of Battle Ground own the capacity to the plant. The first agreement allows the City of Ridgefield to utilize unused capacity for their solid handling. The second agreement allows for the treatment of the City of Ridgefields domestic wastewater solids. Both agreements expire September 1, 2013. The Discovery Clean Water Alliance (DCWA) is scheduled to commence operations of regional wastewater treatment assets on January 1, 2015. The purpose of these amendments is to allow for the continued treatment of the City of Ridgefield's domestic wastewater solids until that time.

COMMUNITY OUTREACH: None.

BUDGET AND POLICY IMPLICATIONS: The solids treatment is in the 2013/2014 budget. The execution of these amendments will allow for the continued treatment of solids from the City of Ridgefield until DCWA commences operation on January 1, 2015.

FISCAL IMPACTS: Yes (See Attached Fiscal Impacts Form) No

ACTION REQUESTED: Authorize the County Adminstrator to execute the two amendments.

DISTRIBUTION: Please forward a copy of the approved staff report to Public Works Administration.

Peter Capell
Peter Capell, P.E.
Public Works Director/County Engineer

APPROVED: Aug. 13, 2013
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

SR 155-13

PC/pam

7W 13-070

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

We have been processing Ridgefield's solids for many years. The current contract ends in September of 2013. We are requesting to extend the contract until the Discovery Clean Water Alliance takes ownership the Treatment Plant, which is scheduled for January 2015.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	4580	Total	4580	Total	4580	Total
Fund 4580 Treatment Plant Sewer Flow Revenue	\$66,667.00	\$66,667.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$66,667.00	\$66,667.00	\$0.00	\$0.00	\$0.00	\$0.00

II.A - Describe the type of revenue (grant, fees, etc.)

Revenue will come from the City of Ridgefield as they are billed monthly on actual amounts of solids processed.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		4580	Total	4580	Total	4580	Total
Fund 4580 Professional Services	0	\$66,667.00	\$66,667.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:		\$66,667.00	\$66,667.00	\$0.00	\$0.00	\$0.00	\$0.00

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	4580	Total	4580	Total	4580	Total
Salary/Benefits						
Contractual	\$66,667.00	\$66,667.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$66,667.00	\$66,667.00	\$0.00	\$0.00	\$0.00	\$0.00

PW 1339

**FIRST AMENDMENT TO
AGREEMENT TO TRANSFER TEMPORARILY ALLOCATED CAPACITY OF
WASTEWATER BETWEEN
CLARK COUNTY, THE CITY OF BATTLE GROUND
AND CLARK REGIONAL WASTEWATER DISTRICT
(f/k/a HAZEL DELL SEWER DISTRICT)
FOR TREATMENT OF CITY OF RIDGEFIELD WASTEWATER SOLIDS**

THIS FIRST AMENDMENT to the Agreement to Transfer Temporarily Allocated Capacity of Wastewater Between Clark County, the City of Battle Ground and Clark Regional Wastewater District (f/k/a Hazel Dell Sewer District) ("Agreement") is made and entered into this 13th day of August, 2013, by and among CLARK REGIONAL WASTEWATER DISTRICT ("District"), the CITY OF BATTLE GROUND ("City") and CLARK COUNTY ("County") (collectively, the "Parties"), each a municipal corporation of the State of Washington.

RECITALS

A. Pursuant to Chapter 39.106 RCW, the Parties and the City of Ridgefield are members of the Discovery Clean Water Alliance ("DCWA"). The purpose of the DCWA is to provide jointly regional wastewater transmission and treatment for the Parties and the City of Ridgefield. Under the interlocal agreement that formed the DCWA ("DCWA Formation Agreement"), the DCWA is scheduled to commence operations of regional assets on January 1, 2015.

B. The Agreement terminates on September 1, 2013. The Parties desire to amend the Agreement to extend the term of the Agreement to December 31, 2014, in order to coincide with DCWA's commencement of operations of regional assets.

AMENDMENT

The Parties agree to amend paragraph 5 of the Agreement as follows:

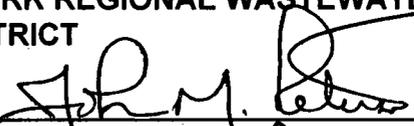
5. Term

The term of this Agreement shall be ~~for five years~~ from the effective date set forth above through December 31, 2014. If the "Alliance Operations Date," as that term is defined and established by the DCWA Formation Agreement, occurs on or after January 1, 2015, this Agreement shall extend automatically until the Alliance Operations Date. The Parties may extend the term of this Agreement for one year, or for additional one-year terms, if the legislative bodies of all Parties approve such a one-year extension at least 180 days prior to the end of the five-year term or the end of

~~any one-year term.~~ This Agreement shall terminate prior to the end of the ~~five-year~~ term, or prior to the end of the automatic any one-year extension, upon the Wastewater discharge by the District to the Facilities reaching 80% of the District's Allocated Capacity in the Facilities.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their authorized representatives on the date first written above.

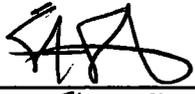
CLARK REGIONAL WASTEWATER DISTRICT

By: 
Name: JOHN M. PETERSON
Title: GENERAL MANAGER

Approved as to form:


Rod P. Kaseguma, District Attorney

CLARK COUNTY

By:  
Name: Steve Stewart
Title: Chair, Bell

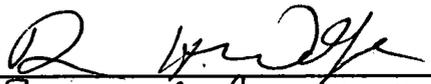
Approved as to form:

_____, Deputy
Prosecuting Attorney

**CITY OF BATTLE GROUND,
WASHINGTON**

By: 
Name: John M. Williams
Title: City Manager

Approved as to form:


Brian Wolfe, City Attorney

~~any one-year term.~~ This Agreement shall terminate prior to the end of the ~~five-year~~ term, or prior to the end of the automatic ~~any one-year~~ extension, upon the Wastewater discharge by the District to the Facilities reaching 80% of the District's Allocated Capacity in the Facilities.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their authorized representatives on the date first written above.

CLARK REGIONAL WASTEWATER DISTRICT

By: _____
Name: _____
Title: _____

Approved as to form:

Rod P. Kaseguma, District Attorney

CLARK COUNTY

By: _____
Name: _____
Title: _____

Approved as to form:



Christopher Home Deputy
Prosecuting Attorney

**CITY OF BATTLE GROUND,
WASHINGTON**

By: _____
Name: _____
Title: _____

Approved as to form:

_____, City Attorney

PW13-40

**FIRST AMENDMENT TO
AGREEMENT REGARDING TREATMENT AND BENEFICIAL REUSE OF CITY
OF RIDGEFIELD DOMESTIC WASTEWATER SOLIDS**

THIS FIRST AMENDMENT to the Agreement Regarding Treatment and Beneficial Reuse of City of Ridgefield Domestic Wastewater Solids ("Agreement") is made and entered into this 13th day of August, 2013, by and among CLARK REGIONAL WASTEWATER DISTRICT ("District"), CLARK COUNTY ("County"), the CITY OF BATTLE GROUND ("Battle Ground") and the CITY OF RIDGEFIELD ("Ridgefield") (collectively, the "Parties"), each a municipal corporation of the State of Washington.

RECITALS

A. Pursuant to Chapter 39.106 RCW, the Parties are members of the Discovery Clean Water Alliance ("DCWA"). The purpose of the DCWA is to provide jointly regional wastewater transmission and treatment for the Parties. Under the interlocal agreement that formed the DCWA ("DCWA Formation Agreement"), the DCWA is scheduled to commence operations of regional assets on January 1, 2015.

B. The Agreement terminates on September 1, 2013. The Parties desire to amend the Agreement to extend the term of the Agreement to December 31, 2014, in order to coincide with DCWA's commencement of operations of regional assets.

AMENDMENT

1. The Parties agree to amend paragraph 8 of the Agreement as follows:

8. Term. The term of this Agreement shall be ~~for five years~~ from the effective date set forth above through December 31, 2014. If the "Alliance Operations Date," as that term is defined and established by the DCWA Formation Agreement, occurs on or after January 1, 2015, this Agreement shall extend automatically until the Alliance Operations Date. The Parties may extend the term of this Agreement for one year, or for additional one-year terms, if the legislative bodies of all Parties approve such a one-year extension at least 180 days prior to the end of the five-year term or the end of any one-year term. This Agreement shall terminate prior to the end of the ~~five-year term~~, or prior to the end of the automatic any one-year extension, upon the Wastewater discharge by the District to the Facilities reaching 80 percent of the District's Allocated Capacity in the Facilities, as the terms "Wastewater," "Facilities," "Allocated Capacity" and "Permitted Capacity" are defined in the Treatment Agreements.

2. The Parties agree to amend paragraph 9 of the Agreement as follows:

9. Ridgefield Treatment Efforts. During the initial five-year term of this Agreement, Ridgefield shall use its best efforts to construct improvements to handle its own solids or to contract with another governmental agency to handle the solids, or shall participate with the other parties to this Agreement in any effort to expand the Salmon Creek Treatment Plant facilities to accommodate wastewater or solids of Ridgefield.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their authorized representatives on the date first written above.

CLARK REGIONAL WASTEWATER DISTRICT

By: [Signature]
Name: JOHN M. PETERSON
Title: GENERAL MANAGER

Approved as to form:

[Signature]
Rod P. Kasegama, District Attorney

CLARK COUNTY

By: [Signature]
Name: Steve Stuart
Title: Chair, Bell

Approved as to form:

_____, Deputy
Prosecuting Attorney

CITY OF BATTLE GROUND, WASHINGTON

By: [Signature]
Name: John M. Williams
Title: City Manager

Approved as to form:

[Signature]
Bryan White, City Attorney

CITY OF RIDGEFIELD, WASHINGTON

By: _____
Name: _____
Title: _____

Approved as to form:

_____, City Attorney

2. The Parties agree to amend paragraph 9 of the Agreement as follows:

9. Ridgefield Treatment Efforts. During the initial five-year term of this Agreement, Ridgefield shall use its best efforts to construct improvements to handle its own solids or to contract with another governmental agency to handle the solids, or shall participate with the other parties to this Agreement in any effort to expand the Salmon Creek Treatment Plant facilities to accommodate wastewater or solids of Ridgefield.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their authorized representatives on the date first written above.

CLARK REGIONAL WASTEWATER DISTRICT

CLARK COUNTY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved as to form:

Approved as to form:

Rod P. Kaseguma, District Attorney



Christopher Horne, Deputy Prosecuting Attorney

CITY OF BATTLE GROUND, WASHINGTON

CITY OF RIDGEFIELD, WASHINGTON

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved as to form:

Approved as to form:

_____, City Attorney

_____, City Attorney