

DECANT FACILITY AGREEMENT AMENDMENT

BETWEEN CLARK COUNTY

AND

THE CITY OF CAMAS

Pursuant to Section 2 of the Interlocal Agreement between the City of Camas and Clark County, the County hereby moves to amend the Decant Facility Interlocal Agreement with an updated Attachment A, Rate Setting Worksheet, effective January 1, 2012 through December 31, 2012.

This amendment is hereby incorporated into and will be attached to the original interlocal agreement (copy attached).

Date: January, 2012

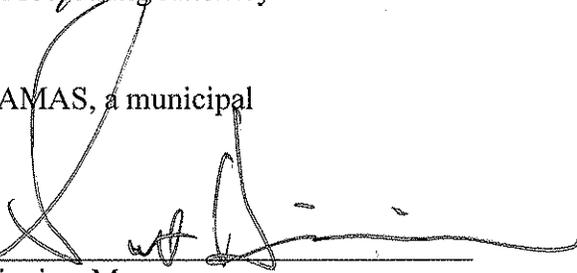
FOR CLARK COUNTY, WASHINGTON,
a subdivision of the State of Washington

By: 
Bill Barron, County Administrator

Approved as to form only:

By: 
Deputy Prosecuting Attorney

CITY OF CAMAS, a municipal
corporation

By: 
Scott Higgins, Mayor

**2012 Rate Setting Worksheet
Clark County Public Works Decant Facility**

revised 4/9/2007

Capital Costs (C)	\$	273,000
Life Expectancy (L)		40
Reserve for Major Maintenance %		20.00%
Reserve for Major Maintenance (M)	\$	54,600
2012 Projected Operating Costs (O)	\$	70,000
# of Agencies Utilizing Decant		7
Total # Trips (U)		500
Overhead Rate (OH)		0%

DESCRIPTION OF COST COMPONENTS

Capital Costs (C)	Construction (Design, Permitting, Actual Construction, Fencing, Paving) Electronic Gate, Phone, and Modem Sanitary Sewer and Water Connection Fees
Life Expectancy (L)	40 years
Reserve for Major Maintenance (M)	At 20% of (C)
Annual Operating Costs (O)	Annual Permitting (DOE, SW Wash Health District) Utilities (Water, Power, Phones, Sanitary Sewer) Laboratory Testing Cleaning and Treatment of Solids Disposal of Solids Site Maintenance(includes indirect costs)
Usage (U)	Estimated Usage of 7 Agencies

TIPPING FEE RATE COMPUTATIONS

Rate Formula

	Major Maint Reserve	+	Operating Fee	+	Overhead	=	Total Tipping Fee Per Trip
<i>Clark County</i>	\$ 2.73	+	\$ 140.00	+		=	\$ 142.73
<i>WSDOT</i>	\$ 2.73	+	\$ 140.00	+		=	\$ 142.73
<i>City of Vancouver</i>	\$ 2.73	+	\$ 140.00	+		=	\$ 142.73
<i>Camas</i>	\$ 2.73	+	\$ 140.00	+		=	\$ 142.73
<i>Battle Ground</i>	\$ 2.73	+	\$ 140.00	+		=	\$ 142.73
<i>La Center</i>	\$ 2.73	+	\$ 140.00	+		=	\$ 142.73
<i>Washougal</i>	\$ 2.73	+	\$ 140.00	+		=	\$ 142.73

per trip major maint. = # trips x 40 years / reserve needed

per trip operating fee = anticipated operating costs / anticipated number of trips

CAPITAL RECOVERY FEE COMPUTATIONS

	2000		2012	
Capital	\$273,000	Total	Beginning Capital	273,000 Total
3 Agencies	\$91,000	Each Agency	Payments Vanc./County	-87,360 cumulative*
Life of Facility	40	Years	Payments WSDOT	-91,000 cumulative*
Per Year Fee Each	\$3,640	Per Year	Remaining Capital	94,640 Net Total
			Vanc/County	47,320 each remaining
			WSDOT	0 remaining
			Life of Facilities	13 Years Left
			Vanc/County	3,640 Per Year
			WSDOT	0 Per Year*

capital recovery based on 25 year payback

\$273,000 is the original capital amount. The additional amount was funded through a grant and contributions by Vancouver, the County and WSDOT.

*WSDOT paid off their obligation in 2009.

2/21/2012

INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND THE CITY OF CAMAS
FOR
DECANT SERVICES

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between Clark County, Washington, a political subdivision of the State of Washington, (the "County") and The City of Camas, a municipal corporation and charter city of the first class of the State of Washington (the "City") by which the County will allow utilization of the County's Decant Center for the treatment and disposal of stormwater liquids and solids to the City.

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, as set forth in SR 093-99, the County has the resources available to provide such services to the City in a cost-effective manner; and

NOW, THEREFORE,

THE COUNTY AND CITY agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to provide for utilization of the County's Decant Center for treatment and disposal of stormwater solids and liquids by the City.

SECTION 2. TERM. The term of this Agreement is for the period from January

1, 2011 through December 31, 2015. Contract amendments with updated rates will be sent out for signature each January.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 90 days prior to termination. The City agrees to reimburse the County for the cost of services provided through the date of termination of the Agreement.

SECTION 4. DEFINITION OF FACILITY AND PARTICIPANTS. The facility, located at 11203 N.E. 76th Street, Vancouver, Washington, was designed and built to store, treat, and dispose stormwater waste (liquids and solids) removed from stormwater and drainage systems. The original cost of construction of the facility was borne by Clark County. As of the date of this agreement, the Washington State Department of Transportation (State) and the City of Vancouver have each contributed a fair share for the privilege of using the facility. In the event additional parties contract to use the facility, those parties would be assessed a charge to recover original construction costs of the facility. Said contribution, upon agreement of the County, State, and City of Vancouver, would be placed in reserve for future facility expansion or be used to reduce the tipping fee. Additionally, costs of future expansion will be proportionately (by usage) shared by all parties using the facility. In the spirit of inter-agency cooperation, the County, the State, and the City of Vancouver have agreed to waive original construction contributions from the City of Camas.

SECTION 5. SCOPE OF SERVICES. The County will allow the City to utilize the Decant Center, by bringing storm water solids and liquids collected inside the city limits, for treatment and disposal. The County will provide all labor and equipment

necessary to provide the treatment and disposal services. Each month, the County will provide the City with a billing invoice, which indicates the number of trips per day and the cost per trip.

SECTION 6. COST OF SERVICE. The cost of services under this Agreement shall be defined in Attachment A, incorporated herein by reference and attached. This amount includes a charge for ongoing operation of the Center and a reserve for major maintenance. A program overhead charge will be added to the per trip tipping fee. This overhead rate is calculated annually and includes costs for program administration and division support. The City shall be responsible for any taxes levied in connection with this Agreement. The City will be charged only the fees for trips actually made to the site. An annual billing for capital recovery will be sent separately in January of each year. The methodology for rate setting and actual rate for the current year as well as the capital recovery computation is included in Attachment A, incorporated herein by reference and attached. All parties will review tipping fees on an annual basis to determine any rate changes according to the methodology used in Attachment A.

SECTION 7. BILLING METHOD AND PROCESS. Per trip tipping fee charges will be billed by the County to the City on a monthly basis. The billing will identify the dates and number of trips, with the amount owed during that billing period. Billings will be first signed by the designated Decant facility manager for the County, and then will be sent to the County's Accounting Department for processing and formal billing to the City. The County Accounting Department will send billings to the City's Finance Office, for payment and will simultaneously send an informational copy of the billing to the contract manager for the City. Payment by the City shall be due within thirty days after issuance

of the bill. Payments that are not paid within the allotted time periods shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

SECTION 8. COMPLIANCE TO OPERATING PROCEDURES. The City will be required to follow the terms and conditions outlined in the Clark County Public Works Decant Facility Standard Operations and Procedures Manual, incorporated by reference and attached as Attachment B (as updated annually).

SECTION 9. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the County Administrator and City Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. Each month, the County and City contract managers shall review service levels, service delivery, and costs. The contract managers shall, during the interim, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 10. DISPUTE RESOLUTION. In the event of a dispute between the County and City regarding the delivery of services under this Agreement which cannot be resolved by their respective designated contract managers, the Clark County Administrator and the Camas City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Clark County Board of Commissioners. The decision of the County Board and the City Manager regarding the dispute shall be final as between the parties.

Any controversy or claim arising out of or relating to this Agreement or the

alleged breach of such Agreement that cannot be resolved by the County Board and the City Manager may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 11. INDEPENDENT CONTRACTOR. The County is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the County and City or between any of the County's or City's employees. The County shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the County pursuant to this Agreement. Nothing in this Agreement shall make any employee of the County an employee of the City or any employee of the City an employee of the County for any purpose, including but not limited to, for 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.

SECTION 12. HOLD HARMLESS/INDEMNIFICATION.

a. COUNTY RESPONSIBILITY. The County agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by the County

pursuant to this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the County, the City retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the City by an employee of the County or subcontractor or agent of the County, even if the County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

b. CITY RESPONSIBILITY. The City agrees to indemnify, defend, save and hold harmless the County, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the provision of services by the City pursuant to this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the County retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the County by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

c. ATTORNEYS FEES AND COSTS. All parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

SECTION 13. ASSIGNMENT/SUBCONTRACTING. Neither party shall

transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. The County shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

SECTION 14. NO THIRD PARTY BENEFICIARY. The County 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 County. The County and City do not intend there be any third-party beneficiary to this Agreement.

SECTION 15. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CITY OF CAMAS
PO Box 1055
Camas, WA 98607
Attention: Mayor

To the County:

CLARK COUNTY PUBLIC WORKS
4700 NE 78TH St.
Vancouver, Washington 98665
Attention: Operations Manager

The name and address to which notices shall be directed may be changed by either the County or City giving the other written notice of such change as provided in this section.

SECTION 16. WAIVER. No waiver by either party of any term or condition of

this Agreement incorporated in 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.

SECTION 17. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its duration is as specified in Section 2. Its method of termination is set forth in Section 3. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 6 (Cost of Service) and 7 (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.

SECTION 18. 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.

SECTION 19. 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, provided that pursuant to Sections 4 and 5, respectively, the County Administrator or designated agent may approve up to four one-year extensions of this Agreement and additional compensation to the County for additional service hours without further approval of the Board of Commissioners.

SECTION 20. DOCUMENT EXECUTION AND FILING. The County and City agree that there shall be two (2) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and City. Upon

execution, the executed originals of this Agreement shall be returned to the contract manager who shall file copies of this Agreement with the City Clerk, the Clark County Auditor and the Washington State Secretary of State. Upon receipt by the Clark County Auditor of the signed originals, each such signed original shall constitute an agreement binding upon both County and City.

SECTION 21. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 22. 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 County 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 _____ day of _____, 20__.

FOR CLARK COUNTY, WASHINGTON,
a subdivision of the State of Washington

By: Bill Barron
Bill Barron, County Administrator

Approved as to form:
By: Art Curtis
Art Curtis, Prosecuting Attorney
By Deputy Prosecuting Attorney

CITY OF Canas, a municipal corporation

By: Paul De
~~City Manager~~ Mayor

By: _____

Approved as to form:

By: G. J. King

**2011 Rate Setting Worksheet
Clark County Public Works Decant Facility**

revised 4/9/2007

Capital Costs (C)	\$	273,000
Life Expectancy (L)		40
Reserve for Major Maintenance %		20.00%
Reserve for Major Maintenance (M)	\$	54,600
2011 Projected Operating Costs (O)	\$	60,000
# of Agencies Utilizing Decant		6
Total # Trips (U)		480
Overhead Rate (OH)		0%

DESCRIPTION OF COST COMPONENTS

Capital Costs (C)	Construction (Design, Permitting, Actual Construction, Fencing, Paving) Electronic Gate, Phone, and Modem Sanitary Sewer and Water Connection Fees
Life Expectancy (L)	40 years
Reserve for Major Maintenance (M)	At 20% of (C)
Annual Operating Costs (O)	Annual Permitting (DOE, SW Wash Health District) Utilities (Water, Power, Phones, Sanitary Sewer) Laboratory Testing Cleaning and Treatment of Solids Disposal of Solids Site Maintenance (includes indirect costs)
Usage (U)	Estimated Usage of 6 Agencies

TIPPING FEE RATE COMPUTATIONS

Rate Formula

	Major Maint Reserve + Operating Fee + Overhead = Total Tipping Fee Per Trip
<i>Clark County</i>	\$ 2.84 + \$ 125.00 = \$ 127.84
<i>WSDOT</i>	\$ 2.93 + \$ 125.00 = \$ 127.93
<i>City of Vancouver</i>	\$ 2.93 + \$ 125.00 = \$ 127.93
<i>Camas</i>	\$ 2.93 + \$ 125.00 = \$ 127.93
<i>Battle Ground</i>	\$ 2.93 + \$ 125.00 = \$ 127.93
<i>La Center</i>	\$ 2.93 + \$ 125.00 = \$ 127.93

per trip major maint. = # trips x 40 years / reserve needed

per trip operating fee = anticipated operating costs / anticipated number of trips

overhead = 17% of maj. Maint. Reserve + operating fee (calculated for all of Road Operations, not just this function. WSDOT, Vancouver and the County have a reciprocal agreement and don't charge each other overhead.

CAPITAL RECOVERY FEE COMPUTATIONS

	<u>2000</u>		<u>2011</u>	
Capital	\$273,000 Total	Beginning Capital	273,000 Total	
3 Agencies	\$91,000 Each Agency	Payments Vanc./County	-80,080 cumulative*	
Life of Facility	40 Years	Payments WSDOT	-91,000 cumulative*	
Per Year Fee Each	\$3,640 Per Year	Remaining Capital	101,920 Net Total	
		Vanc/County	50,960 each remaining	
		WSDOT	0 remaining	
		Life of Facilities	14 Years Left	
		Vanc/County	3,640 Per Year	
		WSDOT	0 Per Year*	

capital recovery based on 25 year payback

\$273,000 is the original capital amount. The additional amount was funded through a grant and contributions by Vancouver, the County and WSDOT.

*WSDOT paid off their obligation in 2008.

12/15/2010