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AGENDA SHEET FOR COUNCIL MEETING OF: June 14, 2010

CITY CLERK'S OFFICE
SPOKANE, WA

Submitting Dept.
Wastewater Management

Contact Person/Phone No.
Dale Arnold x 7900

Council Sponsor
Public Works Committee

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

OPR 1981-1053

STANDING COMMITTEES

(Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev

- Public Safety
- Public Works

Neighborhood/Commission/Committee Notified: _____

Action Taken: _____

AGENDA WORDING:

(If contract, include the term.)

Approval of the Multijurisdictional Agreement for implementation of the industrial pretreatment program between the City of Spokane and Spokane County (small changes from prior draft)

BACKGROUND:

(Attach additional sheet if necessary)

This item has already been approved by the City Council at its May 17 meeting. Unfortunately, some minor changes had not been included which had been requested by the County. We do not believe these changes are substantive and would have been included for the May 17 meeting had we caught them. As a courtesy to the County, we would like to re-submit the corrected final draft, with apologies.

Summary of changes:

1. minor changes in title of agreement; added "other pertinent resources" after words "qualified consultants" and word "known" before words "discharge which presents", both changes in provision 2A (3)
2. Added provision that this agreement supersedes prior inconsistent provisions in provision 3 A (normal contract amendment language); correct typo and added words "technically based" before words "amendments to its own..." in provision 3B; minor language changes in 5 C and 8
3. Indemnity provision in 9 rewritten, but essentially the same result—each party responsible for their own mistakes

RECOMMENDATION: approve

Fiscal Impact:	<input type="checkbox"/> N/A	Budget Account:	<input type="checkbox"/> N/A
<input type="checkbox"/> Expenditure: \$		#	
<input type="checkbox"/> Revenue: \$		#	
<input checked="" type="checkbox"/> Budget Neutral			

ATTACHMENTS: Include in Packets:

On file for Review in Office of City Clerk: XX

SIGNATURES:

Dale Arnold rgb
Department Head

Dale Arnold
Division Director

Samuel M. ...
Finance *MKL*

[Signature]
Legal

Marlene C. ...
For the Mayor

Alexander J. ...
Council President

DISTRIBUTION: Palton-Wastewater

APPROVED BY
SPOKANE CITY COUNCIL.

COUNCIL ACTION:

June 14, 2010
[Signature]
CITY CLERK

BRIEFING PAPER
Utilities Division
Wastewater Management Department
April 26, 2010

Subject

Approval of the Multijurisdictional Agreement for implementation of the Industrial Pretreatment Program between Spokane County and the City of Spokane, in all areas contributing wastewater flows to RPWRF.

Background

Spokane County and the City of Spokane provide sewer service within their respective sewer service areas. The City of Spokane provides sewer service in areas inside and outside the City limits of the City of Spokane, to other cities or towns and in unincorporated areas of Spokane County. Under Federal and State pretreatment program regulations, both the City and County are required to implement a pretreatment program for all areas contributing wastewater flows to facilities for which they hold a NPDES permit. Because of a common interest in compliance, the City and County desire to mutually cooperate and coordinate their local pretreatment regulatory programs.

Impact

At the present time, implementation of the regulatory pretreatment program, assumes all flows reach the City's treatment facility and the City and County have adopted identical ordinances. The multijurisdictional agreement sets up three regulatory flow areas: 1) Inside the City of Spokane (City responsible for pretreatment) 2) inside the City service area but outside the City limits (City implements the County's pretreatment ordinance) 3) Inside the County service area (City implements the County ordinance and recommends enforcement, the County enforces the program). The annual budget for the pretreatment program is approximately \$600,000.

Spokane County will reimburse the City, based on an annually agreed budget for time and materials spent on pretreatment activities conducted by the City in the County sewer service areas.

The City of Spokane will not implement the regulatory pretreatment program in areas generating flows that go solely to the County's wastewater facility (SCRWRF) once that facility is functioning.

Action

The Wastewater Management Department is seeking Council approval to implement the multijurisdictional agreement with Spokane County.

Funding

Implementation of this agreement will be funded using local dollars generated by sewer bills.

Multijurisdictional Agreement for Pretreatment Program between Spokane County and the City of Spokane

This Agreement is entered into this 14th day of June, 2010 between Spokane County (County) and the City of Spokane (City), hereinafter jointly referred to as the "Parties".

1. RECITALS

- A. Spokane County and the City of Spokane provide public sewer utility service within their respective sewer utility service areas as now or hereafter existing ("Service Areas"), which may include areas inside and outside city limits of the City of Spokane or other cities or towns. Both the City of Spokane and Spokane County also regulate the public health and safety, exercising local government police powers within their respective regulatory authority areas, as now or hereafter existing ("Regulatory Areas"). The City of Spokane's Regulatory Area is its City limits, as now or hereafter amended. Spokane County's Regulatory Area is unincorporated Spokane County, as now or hereafter amended. The regulatory areas of other cities and towns in Spokane County are addressed as stated hereafter. In some places, the respective Service Areas may not be identical to the Regulatory Areas of a party. The purpose of this Agreement is to help coordinate the City and County regulatory programs as may be required by federal and state regulatory agency requirements.
- B. Under federal and state pretreatment program regulations, including 40 CFR 403.8, both the City and County Sewer Utilities are required to see to it that there is a pretreatment regulatory program for all areas contributing wastewater flows to facilities for which they hold an National Pollutant Discharge Elimination System (NPDES) permit, further referenced below. The pretreatment program must be approved by state and federal regulators. Because of a common interest in compliance, the parties desire to mutually cooperate and coordinate their respective local pretreatment regulatory programs.
- C. The parties have each adopted parallel ordinances in coordination with each other for this purpose. The City's pretreatment ordinance as now or hereafter amended is Spokane Municipal Code (SMC) Ch. 13.03A. The County's pretreatment ordinance as now or hereafter amended is Spokane County Code (SCC) Ch. 8.03A. SCC 8.03A and SMC 13.03A are patterned after each other and federal and state model ordinances.
- D. Federal and state regulatory obligations are enforced as a requirement of the NPDES permit program regulating wastewater discharges into public

waters administered by the Washington State Department of Ecology as a delegate agency of the US EPA. The City and County hold and/or have or may apply for such a permit for their treatment facility(ies).

- E. Under additional regulatory requirements, generators of biosolids from the POTW are required to comply with 40 CFR, Part 503—Biosolids Rule, governing the use and disposal of municipal sewage sludge, and relevant State statutes. "POTW" stands for "Publicly Owned Treatment Works". As used in this Agreement, it means the entire sewer utility service systems operated by the City and/or County. Sometimes in federal regulations the term is used to designate either the entire system of a local sewer utility operator or only the treatment plant portion. The City's treatment plant is also known as the Riverside Park Water Reclamation Facility or "RPWRF". For purposes of this Agreement, flows from whatever location whose ultimate destination is the RPWRF are referenced as "RP Flows". Areas from which RP Flows originate are referenced as "RP Flow Areas".
- F. The federally and state mandated local pretreatment regulatory program requires the City and County to implement and enforce a pretreatment program to control discharges from all "Industrial Users" or "Significant Industrial Users." These terms are interchangeable for purposes of this Agreement.
- G. Except as otherwise required by the State Department of Ecology, either the City or County may delegate regulatory functions for administration and management of regulatory programs or make mutual arrangements to manage them through interlocal cooperation agreements authorized by RCW 39.34.

2. IMPLEMENTATION OF REGULATORY PROGRAMS

- A. RP Flow Areas may be broken down further as:
 - 1) **Inside City Regulatory Area (ICR): City responsible for Pretreatment program:** These are areas inside the City Regulatory Area, determined by the point where the originating customer's wastewater first enters the POTW. This point is also sometimes referenced as the customer's "End of Pipe" location, meaning the point where a sewer owned and maintained by a customer first connects with the public sewer, typically in the public right of way. These areas are also referenced as "ICR Areas". The City Sewer Utility serves all or virtually all ICR Area customers. The parties agree that the SMC Ch. 13.03A applies to the ICR Area and the City Sewer Utility handles all aspects of the local pretreatment regulatory program for such Area.

(Abbreviated summary of activities conducted by each party located in Attachment 1 of this document)

2) OCR Area (inside the City Service Area, but outside the City Regulatory Area); City handles enforcement up to Court

Action:

- a. Where the End of Pipe location is inside the City Service Area but outside the City's Regulatory Area, also referenced as "OCR Area", the parties agree that the Spokane County Code pretreatment ordinance governs unless other arrangements are approved by the City and County Sewer Utility Directors. An OCR Area may be inside the County Regulatory Area, or within some other incorporated city or town's Regulatory Area.
- b. Within the County Regulatory Area, it is agreed that the City Sewer Utility will enforce the County ordinance, SCC 8.03A, as now or hereafter amended and all aspects of the County's pretreatment regulatory program, and may be specially deputized by the County as may be necessary for this function. Any court action to enforce the County pretreatment program will be brought in the name of the County by its legal counsel.
- c. Within the Regulatory Area of some other city or town, the City will seek to enforce the County pretreatment program as adopted by the Regulatory Area's local government, or if refused, the City may use any other lawful program, but any legal action must be brought in an appropriate court by the respective city or town Attorney, absent other arrangements with the County Prosecutor or Spokane City Attorney's office.

(Abbreviated summary of activities conducted by each party located in Attachment 1 of this document)

3) Inside County Service Area (COS Areas): County responsible for Pretreatment Ordinance; County may handle or retain City to handle enforcement up to Court Action:

Areas inside the County Service Area are referenced as "COS Areas". The County, through its Director of Utilities, may use the City Sewer Utility (also referenced as City "Wastewater Management Department") and/or utilize qualified consultants, or other pertinent resources, of its choice to implement to administer and manage the requirements of the County's pretreatment program in the COS Area. Where desired, the County may

accomplish this in pretreatment provisions of sewer connection agreements which the County may execute with other municipal corporations or sewer districts in Spokane County and which discharge sanitary sewage to the County's POTW, but the City has no involvement. In addition, the County will take emergency action for RP Flows to stop or prevent any known 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, as these terms are understood in a pretreatment regulatory program approved by state and federal regulatory authorities.

(Abbreviated summary of activities conducted by each party located in Attachment 1 of this document)

3. WASTEWATER MANAGEMENT AGREEMENT; ORDINANCE COORDINATION

- A.** It is the parties' mutual intent that this Agreement supersedes any inconsistent provisions contained in Amendments 3 and 4 of the City-County Wastewater Management Agreement originally dated December 22, 1980. In accord with the Wastewater Management Agreement, the City will continue to accept County wastewater flows into the RPWRF (RP Flows). The County accepts responsibility to maintain an enforceable pretreatment program no less broad in scope as the City's program and as approved by federal and state authorities in all OCR and COS Areas.

- B.** Whenever the City revises its pretreatment ordinance in areas affecting the County's program, it will work with the County and circulate a draft for proposed comments, and thereafter, forward a copy of the revisions to the County. The County will adopt revisions to its pretreatment ordinance that are at least as stringent as those adopted by the City. The County will forward to the City for review its proposed revisions within 90 days of receipt of the City's revisions. The County will adopt its revisions within 90 days of receiving approval from the City of its content. The parties do not envision the County would typically initiate any technically-based amendments to its own pretreatment ordinance, and County agrees not to independently adopt modifications of its pretreatment ordinance without consultation with the City, and at least ninety (90) days written notice. These restrictions are to assist with reasonable coordination of programs and do not apply if either party faces significant adverse regulatory action or liability and must act to protect itself. The parties agree to cooperate and coordinate promptly thereafter in the event of such emergency action.

C. Local Limits. The County will adopt and enforce pollutant specific local limits to apply to the OCR and COS areas which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by the City within 90 days of the date of this Agreement. If the City makes any revisions or additions to its local limits, it will forward to the County a copy of such revision or additions with 90 days of enactment thereof. The City will document the basis for revisions or additions and provide for County review. Within 90 days of concurrence with the revisions or additions, the County will revise its own local limits to maintain either the same pollutant standards or more stringent standards than those enacted by the City.

4. COS AREA FURTHER PROVISIONS

A. ICR and OCR Areas are addressed above. For the COS Area, the County will maintain current information on Industrial Users located in that area and share that information with City pretreatment staff. The County will update the industrial waste survey for Industrial Users located in the COS area. The County will forward a copy of this survey to the City. The City will retain a complete survey of all users discharging to the POTW. Whenever a new Industrial User begins operations in the COS area or any time an existing COS area Industrial User increases its discharge by twenty percent (20%) or more, or changes its discharge, or any time it is requested by the City, the County will require that such Industrial User respond to an Industrial User questionnaire. The County will forward a copy of the completed questionnaire to the City for review within sixty (60) days transmitting the questionnaire or as otherwise arranged between the City and County Sewer Utility Directors.

B. The County will provide the City access to all records or documents relevant to the pretreatment program for any Industrial User located in the COS area or discharging through the County POTW to the City. The County can make similar requests for Industrial Users in the City discharging to the POTW.

C. For COS Areas, the City will inspect and sample all Industrial Users each year or more frequently as ordered by the City Sewer Utility Director. The County will reimburse the City for this service as provided in Section 8. The City will submit written notice of scheduled inspections to the County in COS Areas, providing the opportunity for the County to attend all inspections. If an inspection in the COS Area is in response to an emergency situation and such notice is not possible, the City will make every effort to informally notify the County of the impending inspection so the County may attend. City will forward copies of all inspection reports to the County within thirty (30) days of the inspection. City will submit to the County its procedures for sampling and analyses, including all procedures

in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency. The County agrees to give the City ninety (90) days notice if it desires to assume any functions of the City in the COS Areas.

- D. The City may, with seventy two (72) hours notice to the County, conduct inspections and sampling at any Industrial User's facility located within the COS Area, as it deems necessary.
- E. The County will issue permits to all Industrial Users required to be permitted under its pretreatment ordinance located in the COS area. Permits must be issued prior to any discharge. Permits must contain, at a minimum, appropriate effluent limitation, monitoring and reporting requirements, a statement of duration, a statement of nontransferability, a statement of applicable civil and criminal penalties, and any other conditions requested to be included in the permit by the City.

5. PERMIT COMPLIANCE IN COS AREA

- A. For the COS Area, the County will require all Significant Industrial Users to submit a permit application to the City not less than one hundred eighty (180) days prior to commencement of discharge, or one hundred eighty (180) days prior to permit expiration in the case of a permit renewal. The City shall draft the permit within sixty (60) days of receipt of a completed permit application and obtain an Ecology-approved engineering report (if required). After reviewing the draft permit, the County will forward the draft permit to the Washington State Department of Ecology. If the County desires to make revisions to the draft permit, such revisions will be negotiated by the City and County. Once the Washington State Department of Ecology has reviewed and approved the draft permit, the County will issue the final permit. No permit will be issued if the City Wastewater Director objects.
- B. The City will maintain a database of Discharge Monitoring Report data from each of the County's Significant Industrial Users in the COS Area, and submit a rolling quarterly Compliance Results Report to the County. In this Agreement, the terms "Industrial Users" and "Significant Industrial Users" are used interchangeably.
- C. The County will submit a brief monthly report (summary list or table) to the City on the compliance status of each Significant Industrial User within the COS Area, and any enforcement response taken or anticipated. Such reports will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions, where applicable.

D. The County will enforce the provisions of its pretreatment ordinance and permits in the COS Area, as stated. In the event the County fails to take adequate enforcement action against noncompliant users in the County on a timely basis, the City may take such action on behalf of and as agent for the County.

6. EMERGENCY ACTION: CITY NPDES PERMIT HOLDER

A. The City may take emergency action, whenever it deems 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 as these terms are understood in the pretreatment program. The City will provide informal notice to the Industrial User and the County of its intent to take emergency action prior to taking action in the COS Area. The opportunity to respond, however, may be limited to a hearing after the emergency powers of the City have been exercised.

B. The parties understand that the City is the holder of the NPDES permit for the RP Flows and ultimately responsible to assure compliance with NPDES permit requirements for such flows. The City reserves the right to take whatever actions necessary to comply with NPDES permit violations and to avoid any such violations. The parties each agree to support and work together to protect each other from loss or liability due to NPDES permit violations, to the extent arising from their respective fault or neglect and in accord with the duties and obligations of this Agreement.

7. INDUSTRIAL USERS IN COS AREA IN OTHER INCORPORATED LOCAL GOVERNMENT REGULATORY AREAS

The County agrees that before an Industrial User located in the COS Area but another local government's Regulatory Area discharges into County's POTW, the County will enter into an agreement with the jurisdiction in which such Industrial User is located to assure an effective pretreatment regulatory program consistent with the existing City-County Model. The City will support and participate in such process as needed. Such agreements shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any Industrial User in the outside jurisdiction.

8. CITY PROGRAM EXPENSES

The County will reimburse the City within sixty (60) days of billing, supported by any information reasonably requested by the County, for implementing, administering, managing pretreatment program expenses

under this Agreement, and any enforcement actions in which the City is involved recommended or taken by the City against the County Industrial Users in the COS Area. These costs will be based on the actual costs of labor, materials, equipment rental, and out of pocket expenditures. Each billing shall be submitted annually, on or before April 1, for services provided in the prior year. The County shall advise if it has any questions or needs further information promptly. If a billing not subject to further question is retroactive for more than three months, it shall accrue interest at the current local government investment pool rate until paid. A cover letter which summarizes each billing's services shall also be provided. Additionally, the City shall send the County a projected budget for the upcoming year on or before September 1 of each year. A sample budget for 2010 services is attached as Attachment 2.

9. INDEMNITY

Each party shall hold the other, its officers, agents, employees, successors and assigns harmless and free from all loss, damage and liability and shall indemnify the other for any claim, loss, cost, fees, liability or damage to any person or property resulting from, caused by, or by reason of, that party's acts, omissions or negligence in the performance of this Agreement.

10. OTHER

- A. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms of this Agreement will be unaffected.
- B. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and the rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary, but at least every five (5) years on a date to be determined by the Parties.
- C. The Parties will also review and revise this Agreement in the next two years in anticipation of the start-up and operation of the County's new Water Reclamation Facility and the likelihood that some responsibilities listed in Attachment 1 will change and/or be eliminated.
- D. The Table provided in Attachment 1 summarizes the responsibilities covered by this Agreement at this time.

11. RCW 39.34.030 (3) and (4) ELEMENTS:

- A. Duration: Either party may terminate this Agreement in its sole discretion upon one hundred eighty (180) days written notice. Unless so terminated, this Agreement expires June 30, 2015. Thereafter, it will renew

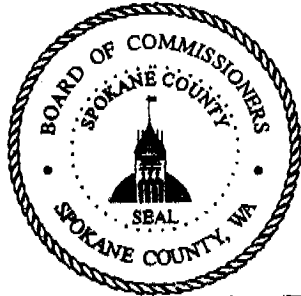
automatically each June 30 for additional one (1) renewal terms, but will remain always subject to termination upon one hundred eighty (180) days written notice. The renewal does not affect the right of termination.

- B. Precise Organization: Each party functions under its existing structures. No additional organizational structures are created.
- C. Purpose: The purpose is to help the parties coordinate their respective pretreatment regulatory programs, as further explained in Section 1.
- D. Budget and Financing: Each party retains sole control of all finance and budget items for its operations and functions. Charges for services are addressed in Sections 4C, 8 and 11F.
- E. Termination: Upon expiration or termination of this Agreement, each party retains control of its property. No joint property or jointly held assets or funds are contemplated.
- F. Administration: Each party has sole control of administering its utility service and regulatory programs, except any litigation must be handled by a legal representative of the party in whose regulatory area the action arises. Any fines or penalties are retained by the jurisdiction in whose name the action is brought. After payment of such amounts, any restitution ordered of costs incurred by the party administering the enforcement program will be distributed by the party bringing the enforcement action.

Attach:

Attachment 1 – Summary of Responsibilities

Attachment 2 – Budget Calculations



BOARD OF COUNTY
COMMISSIONERS
OF SPOKANE, COUNTY,
WASHINGTON


MARK RICHARD, Chair

ATTEST:
CLERK OF THE BOARD


Daniela Erickson


BONNIE MAGER, Vice Chair


TODD MIELKE, Commissioner

Approved as to form:


Deputy County Prosecutor

CITY OF SPOKANE



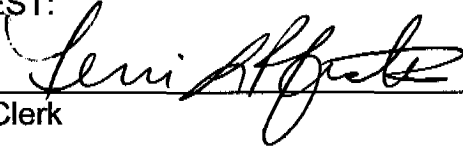
Authorized Representative

Thomas E. Danek, Jr.
City Administrator
City of Spokane

By: _____

Print name and Title

ATTEST:



City Clerk

Approved as to form:



Assistant City Attorney 5 28 10-2



Attachment 1

**Summary of Responsibilities under Multijurisdictional Agreement for
Pretreatment Program between Spokane County and the City of Spokane**

Responsibility	City of Spokane	Spokane County
Spokane County Pretreatment Ordinance	<ul style="list-style-type: none"> ▪ Review and approve Draft 	<ul style="list-style-type: none"> ▪ Prepare Draft ▪ Issue final ordinance after City review ▪ Obtain any regulatory agency approval necessary
Pretreatment Ordinance Modification by County	<ul style="list-style-type: none"> ▪ Forward any changes to City ordinance to County 	<ul style="list-style-type: none"> ▪ Revise to keep at least as stringent as City ordinance ▪ Obtain any regulatory agency approval necessary
Local Limits	<ul style="list-style-type: none"> ▪ Forward any changes to City local limits to County ▪ Obtain any regulatory agency approvals necessary 	<ul style="list-style-type: none"> ▪ Maintain limits at least as stringent as City
Annual Report	<ul style="list-style-type: none"> ▪ City shall prepare a draft annual report for County's review, completion, and submittal to Ecology 	<ul style="list-style-type: none"> ▪ County shall review, complete and submit annual report to Ecology
County Industrial User Survey for COS Areas		<ul style="list-style-type: none"> ▪ Update continually ▪ Conduct survey and follow up on non-responses ▪ Forward latest version to City ▪ Make any changes as required by regulatory agencies
Permitting Process for COS	<ul style="list-style-type: none"> ▪ Review permit application and prepare Draft permit ▪ Approve issuance of Final permit after Department of Ecology review ▪ Permit modification as needed 	<ul style="list-style-type: none"> ▪ Send out surveys, permit applications, and classify Industrial Users ▪ Forward permit application to City for review ▪ Review Draft permit prepared by City. ▪ Send Draft permit for Department of Ecology Review ▪ Publish and conduct Public Commentary of Draft permit ▪ Issue Final permit

Responsibility	City of Spokane	Spokane County
Inspections, Sampling, Analysis of County Users	<ul style="list-style-type: none"> ▪ City may perform duties as it deems necessary ▪ City may perform duties at request of County ▪ City to give notice to County prior to inspections and sampling ▪ City to forward inspection and sampling reports to County ▪ City to provide County with monthly compliance reports on each permitted Industrial User 	<ul style="list-style-type: none"> ▪ County delegates to City staff ▪ County may perform sampling and inspection as it deems necessary ▪ County distributes inspection and sampling reports
Enforcement within County (COS Areas)	<ul style="list-style-type: none"> ▪ City may perform duties as it deems necessary ▪ City may perform duties at request of County ▪ City may recommend enforcement actions to the County 	<ul style="list-style-type: none"> ▪ County to perform court enforcement tasks, or delegate to City staff ▪ Publish all out of compliance users as required by Federal Pretreatment regulations in local paper
Emergency Suspension	<ul style="list-style-type: none"> ▪ City may act as needed 	<ul style="list-style-type: none"> ▪ County may act as needed
Response to Production Changes or Changed Discharge		<ul style="list-style-type: none"> ▪ County to review and take appropriate action ▪ County to notify City of change and of action taken
ICR Inside City Regulatory area	<ul style="list-style-type: none"> ▪ Legal Authority- City Ordinance ▪ Industrial Waste Survey ▪ Permitting (all aspects) ▪ Enforcement with City Ordinance ▪ Inspections 	
OCR Inside service area but outside City	<ul style="list-style-type: none"> ▪ Industrial Waste Survey ▪ Permitting (all aspects) ▪ Enforcement with County Ordinance ▪ Inspections 	<ul style="list-style-type: none"> ▪ Legal Authority - County Ordinance
COS County Service Area	<ul style="list-style-type: none"> ▪ Permitting (draft and maintenance) ▪ Enforcement with County Ordinance, Recommendation only. ▪ Inspections 	<ul style="list-style-type: none"> ▪ Permitting (All aspects not delegated to City) ▪ Industrial Waste Survey ▪ Legal Authority - County Ordinance ▪ Enforcement with County Ordinance ▪ Inspections

ATTACHMENT 2

Budget Calculation for Pretreatment Support Costs - 2010

11/19/2009

Staff Labor - City of Spokane:

Pretreatment Chemist (1.0 FTE estimate)	\$ 60,000.00
Laboratory Technician (0.5 FTE estimate)	\$ 26,000.00
Program Clerical Support (estimate)	\$ 9,500.00
Overhead (40% of wages)	\$ 38,200.00

Equipment & Supplies:

Containers & Sampling Equipment (estimate)	\$ 20,000.00
Transportation (estimate)	\$ 5,000.00

Total Budget Estimate (calendar year) \$ 158,700.00

Notes (per Services in Attachment 1):

1. County work requires Pretreatment Chemist for permit writing & maintenance
2. County work requires Laboratory Technician for sampling interceptors & industries
3. County work requires clerical support to enter data and prepare reports in automated tracking system
4. Overhead calculated at 40% of wages
5. Supplies typical for this level of monitoring

AGENDA SHEET FOR COUNCIL MEETING OF: May 17, 2010

Submitting Dept.
Wastewater Management

Contact Person/Phone No.
Dale Arnold x7900

Council Sponsor
Public Works Committee

RECEIVED
MAY 06 2010
CITY CLERK'S OFFICE
SPOKANE, WA



ADMINISTRATIVE SESSION

- Contract
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LEGISLATIVE SESSION

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REQUISITION

OPR1981-1053

STANDING COMMITTEES

(Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev

- Public Safety
- Public Works 04/26/10

Neighborhood/Commission/Committee Notified:
Action Taken:

AGENDA

WORDING:

(If contract, include the term.)

Approval of the Multijurisdictional Agreement for implementation of the Industrial pretreatment Program between Spokane County and the City of Spokane, in all areas contributing flow to the Riverside Park Water Reclamation Facility. Under Federal and State pretreatment program regulations both the City and County are required to implement a pretreatment program for all areas contributing wastewater flows to their NPDES permitted facilities. Spokane County will reimburse the City for all industrial pretreatment activities conducted in the County.

BACKGROUND:

(Attach additional sheet if necessary)

(See attached briefing paper)

RECOMMENDATION:

Fiscal Impact: <input type="checkbox"/> N/A	Budget Account: <input type="checkbox"/> N/A
<input type="checkbox"/> Expenditure: #	
<input type="checkbox"/> Revenue: #	
<input checked="" type="checkbox"/> Budget Neutral	

ATTACHMENTS: Include in Packets: Briefing Paper, Agreement
On file for Review in Office of City Clerk:

SIGNATURES:

J. Belt for Dale Arnold
Department Head WW Mgmt.

[Signature]
Division Director

[Signature]
Finance MRL

Carrie Holton for R.G. Deamer
Legal

[Signature]
For the Mayor

[Signature]
Council President

DISTRIBUTION:

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:

May 17, 2010
[Signature]
CITY CLERK

BRIEFING PAPER
Utilities Division
Wastewater Management Department
April 26, 2010

Subject

Approval of the Multijurisdictional Agreement for implementation of the Industrial Pretreatment Program between Spokane County and the City of Spokane, in all areas contributing wastewater flows to RPWRF.

Background

Spokane County and the City of Spokane provide sewer service within their respective sewer service areas. The City of Spokane provides sewer service in areas inside and outside the City limits of the City of Spokane, to other cities or towns and in unincorporated areas of Spokane County. Under Federal and State pretreatment program regulations, both the City and County are required to implement a pretreatment program for all areas contributing wastewater flows to facilities for which they hold a NPDES permit. Because of a common interest in compliance, the City and County desire to mutually cooperate and coordinate their local pretreatment regulatory programs.

Impact

At the present time, implementation of the regulatory pretreatment program, assumes all flows reach the City's treatment facility and the City and County have adopted identical ordinances. The multijurisdictional agreement sets up three regulatory flow areas: 1) Inside the City of Spokane (City responsible for pretreatment) 2) inside the City service area but outside the City limits (City implements the County's pretreatment ordinance) 3) Inside the County service area (City implements the County ordinance and recommends enforcement, the County enforces the program). The annual budget for the pretreatment program is approximately \$600,000.

Spokane County will reimburse the City, based on an annually agreed budget for time and materials spent on pretreatment activities conducted by the City in the County sewer service areas.

The City of Spokane will not implement the regulatory pretreatment program in areas generating flows that go solely to the County's wastewater facility (SCRWRF) once that facility is functioning.

Action

The Wastewater Management Department is seeking Council approval to implement the multijurisdictional agreement with Spokane County.

Funding

Implementation of this agreement will be funded using local dollars generated by sewer bills.

**Multijurisdictional Agreement for Pretreatment Program
between Spokane County and the City of Spokane
[Amendment No. 6, City County Wastewater
Management Agreement]**

This Agreement is entered into this ___ day of _____, 2010 between Spokane County (County) and the City of Spokane (City), hereinafter jointly referred to as the "Parties".

1. RECITALS

- A.** Spokane County and the City of Spokane provide public sewer utility service within their respective sewer utility service areas as now or hereafter existing ("Service Areas"), which may include areas inside and outside city limits of the City of Spokane or other cities or towns. Both the City of Spokane and Spokane County also regulate the public health and safety, exercising local government police powers within their respective regulatory authority areas, as now or hereafter existing ("Regulatory Areas"). The City of Spokane's Regulatory Area is its City limits, as now or hereafter amended. Spokane County's Regulatory Area is unincorporated Spokane County, as now or hereafter amended. The regulatory areas of other cities and towns in Spokane County are addressed as stated hereafter. In some places, the respective Service Areas may not be identical to the Regulatory Areas of a party. The purpose of this Agreement is to help coordinate the City and County regulatory programs as may be required by federal and state regulatory agency requirements.
- B.** Under federal and state pretreatment program regulations, including 40 CFR 403.8, both the City and County Sewer Utilities are required to see to it that there is a pretreatment regulatory program for all areas contributing wastewater flows to facilities for which they hold an National Pollutant Discharge Elimination System (NPDES) permit, further referenced below. The pretreatment program must be approved by state and federal regulators. Because of a common interest in compliance, the parties desire to mutually cooperate and coordinate their respective local pretreatment regulatory programs.
- C.** The parties have each adopted parallel ordinances in coordination with each other for this purpose. The City's pretreatment ordinance as now or hereafter amended is Spokane Municipal Code (SMC) Ch. 13.03A. The County's pretreatment ordinance as now or hereafter amended is Spokane County Code (SCC) Ch. 8.03A. SCC 8.03A and SMC 13.03A are patterned after each other and federal and state model ordinances.

- D. Federal and state regulatory obligations are enforced as a requirement of the NPDES permit program regulating wastewater discharges into public waters administered by the Washington State Department of Ecology as a delegate agency of the US EPA. The City and County hold and/or have or may apply for such a permit for their treatment facility(ies).
- E. Under additional regulatory requirements, generators of biosolids from the POTW are required to comply with 40 CFR, Part 503—Biosolids Rule, governing the use and disposal of municipal sewage sludge, and relevant State statutes. "POTW" stands for "Publicly Owned Treatment Works". As used in this Agreement, it means the entire sewer utility service systems operated by the City and/or County. Sometimes in federal regulations the term is used to designate either the entire system of a local sewer utility operator or only the treatment plant portion. The City's treatment plant is also known as the Riverside Park Water Reclamation Facility or "RPWRF". For purposes of this Agreement, flows from whatever location whose ultimate destination is the RPWRF are referenced as "RP Flows". Areas from which RP Flows originate are referenced as "RP Flow Areas".
- F. The federally and state mandated local pretreatment regulatory program requires the City and County to implement and enforce a pretreatment program to control discharges from all "Industrial Users" or "Significant Industrial Users." These terms are interchangeable for purposes of this Agreement.
- G. Except as otherwise required by the State Department of Ecology, either the City or County may delegate regulatory functions for administration and management of regulatory programs or make mutual arrangements to manage them through interlocal cooperation agreements authorized by RCW 39.34.

2. IMPLEMENTATION OF REGULATORY PROGRAMS

- A. RP Flow Areas may be broken down further as:
 - 1) **Inside City Regulatory Area (ICR): City responsible for Pretreatment program:** These are areas inside the City Regulatory Area, determined by the point where the originating customer's wastewater first enters the POTW. This point is also sometimes referenced as the customer's "End of Pipe" location, meaning the point where a sewer owned and maintained by a customer first connects with the public sewer, typically in the public right of way. These areas are also referenced as "ICR Areas". The City Sewer Utility serves all or virtually all ICR Area customers. The parties agree that the SMC Ch. 13.03A applies to the ICR Area

and the City Sewer Utility handles all aspects of the local pretreatment regulatory program for such Area. (Abbreviated summary of activities conducted by each party located in Attachment 1 of this document)

2) OCR Area (inside the City Service Area, but outside the City Regulatory Area); City handles enforcement up to Court Action:

- a. Where the End of Pipe location is inside the City Service Area but outside the City's Regulatory Area, also referenced as "OCR Area", the parties agree that the Spokane County Code pretreatment ordinance governs unless other arrangements are approved by the City and County Sewer Utility Directors. An OCR Area may be inside the County Regulatory Area, or within some other incorporated city or town's Regulatory Area.
- b. Within the County Regulatory Area, it is agreed that the City Sewer Utility will enforce the County ordinance, SCC 8.03A, as now or hereafter amended and all aspects of the County's pretreatment regulatory program, and may be specially deputized by the County as may be necessary for this function. Any court action to enforce the County pretreatment program will be brought in the name of the County by its legal counsel.
- c. Within the Regulatory Area of some other city or town, the City will seek to enforce the County pretreatment program as adopted by the Regulatory Area's local government, or if refused, the City may use any other lawful program, but any legal action must be brought in an appropriate court by the respective city or town Attorney, absent other arrangements with the County Prosecutor or Spokane City Attorney's office. (Abbreviated summary of activities conducted by each party located in Attachment 1 of this document)

3) Inside County Service Area (COS Areas): County responsible for Pretreatment Ordinance; County may handle or retain City to handle enforcement up to Court Action:

Areas inside the County Service Area are referenced as "COS Areas". The County, through its Director of Utilities, may use the City Sewer Utility (also referenced as City "Wastewater Management Department") and/or utilize qualified consultants of its choice to implement to administer and manage the requirements of the County's pretreatment program in the COS Area. Where desired, the County may accomplish this in pretreatment provisions

of sewer connection agreements which the County may execute with other municipal corporations or sewer districts in Spokane County and which discharge sanitary sewage to the County's POTW, but the City has no involvement outside RP Flow Areas. In addition, the County will take emergency action for RP Flows 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, as these terms are understood in a pretreatment regulatory program approved by state and federal regulatory authorities. (Abbreviated summary of activities conducted by each party located in Attachment 1 of this document)

3. WASTEWATER MANAGEMENT AGREEMENT; ORDINANCE COORDINATION

- A.** The City and County have previously entered into a City-County Wastewater Management Agreement originally dated December 22, 1980. The Agreement, as amended, is incorporated herein by reference as if fully set forth, each party retaining all rights and duties thereunder; provided, Amendments 3 and 4 concerned the development of an interlocal Pretreatment regulatory program. It is the parties' mutual intent that this Amendment No. 6 supersede those amendments 3 and 4 to the extent inconsistent therewith. In accord with the Wastewater Management Agreement, the City will continue to accept County wastewater flows into the RPWRF (RP Flows). The County accepts responsibility to maintain an enforceable pretreatment program no less broad in scope as the City's program and as approved by federal and state authorities in all OCR and COS Areas.

- B.** Whenever the City revises its pretreatment ordinance in areas affecting the County's program, it will work with the County and circulate a draft for proposed comments, and thereafter, forward a copy of the revisions to the County. The County will adopt revisions to its pretreatment ordinance that are at least as stringent as those adopted by the City. The County will forward to the City for review its proposed revisions with 90 days of receipt of the City's revisions. The County will adopt its revisions within 90 days of receiving approval from the City of its content. The parties do not envision the County would typically initiate any amendments to its own pretreatment ordinance, and County agrees not to independently adopt modifications of its pretreatment ordinance without consultation with the City, and at least ninety (90) days written notice. These restrictions are to assist with reasonable coordination of programs and do not apply if either party faces significant adverse regulatory action or liability and must act to

protect itself. The parties agree to cooperate and coordinate promptly thereafter in the event of such emergency action.

- C. Local Limits.** The County will adopt and enforce pollutant specific local limits to apply to the OCR and COS areas which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by the City within 90 days of the date of this Agreement. If the City makes any revisions or additions to its local limits, it will forward to the County a copy of such revision or additions with 90 days of enactment thereof. The City will document the basis for revisions or additions and provide for County review. Within 90 days of concurrence with the revisions or additions, the County will revise its own local limits to maintain either the same pollutant standards or more stringent standards than those enacted by the City.

4. COS AREA FURTHER PROVISIONS

- A.** ICR and OCR Areas are addressed above. For the COS Area, the County will maintain current information on Industrial Users located in that area and share that information with City pretreatment staff. The County will update the industrial waste survey for Industrial Users located in the COS area. The County will forward a copy of this survey to the City. The City will retain a complete survey of all users discharging to the POTW. Whenever a new Industrial User begins operations in the COS area or any time an existing COS area Industrial User increases its discharge by twenty percent (20%) or more, or changes its discharge, or any time it is requested by the City, the County will require that such Industrial User respond to an Industrial User questionnaire. The County will forward a copy of the completed questionnaire to the City for review within sixty (60) days transmitting the questionnaire or as otherwise arranged between the City and County Sewer Utility Directors.
- B.** The County will provide the City access to all records or documents relevant to the pretreatment program for any Industrial User located in the COS area or discharging through the County POTW to the City. The County can make similar requests for Industrial Users in the City discharging to the POTW.
- C.** For COS Areas, the City will inspect and sample all Industrial Users each year or more frequently as ordered by the City Sewer Utility Director. The County will reimburse the City for this service as provided in Section 8. The City will submit written notice of scheduled inspections to the County in COS Areas, providing the opportunity for the County to attend all inspections. If an inspection in the COS Area is in response to an emergency situation and such notice is not possible, the City will make every effort to informally notify the County of the impending inspection so

the County may attend. City will forward copies of all inspection reports to the County within thirty (30) days of the inspection. City will submit to the County its procedures for sampling and analyses, including all procedures in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency. The County agrees to give the City ninety (90) days notice if it desires to assume any functions of the City in the COS Areas.

- D. The City may, with seventy two (72) hours notice to the County, conduct inspections and sampling at any Industrial User's facility located within the COS Area, as it deems necessary.
- E. The County will issue permits to all Industrial Users required to be permitted under its pretreatment ordinance located in the COS area. Permits must be issued prior to any discharge. Permits must contain, at a minimum, appropriate effluent limitation, monitoring and reporting requirements, a statement of duration, a statement of nontransferability, a statement of applicable civil and criminal penalties, and any other conditions requested to be included in the permit by the City.

5. PERMIT COMPLIANCE IN COS AREA

- A. For the COS Area, the County will require all Significant Industrial Users to submit a permit application to the City not less than one hundred eighty (180) days prior to commencement of discharge, or one hundred eighty (180) days prior to permit expiration in the case of a permit renewal. The City shall draft the permit within sixty (60) days of receipt of a completed permit application and obtain an Ecology-approved engineering report (if required). After reviewing the draft permit, the County will forward the draft permit to the Washington State Department of Ecology. If the County desires to make revisions to the draft permit, such revisions will be negotiated by the City and County. Once the Washington State Department of Ecology has reviewed and approved the draft permit, the County will issue the final permit. No permit will be issued if the City Wastewater Director objects.
- B. The City will maintain a database of Discharge Monitoring Report data from each of the County's Significant Industrial Users in the COS Area, and submit a rolling quarterly Compliance Results Report to the County. In this Agreement, the terms "Industrial Users" and "Significant Industrial Users" are used interchangeably.
- C. The County will submit a monthly report to the City on the compliance status of each Significant Industrial User within the COS Area, and any enforcement response taken or anticipated. Such reports will include the

time frames for initial enforcement actions, as well as any subsequent enforcement actions.

- D. The County will enforce the provisions of its pretreatment ordinance and permits in the COS Area, as stated. In the event the County fails to take adequate enforcement action against noncompliant users in the County on a timely basis, the City may take such action on behalf of and as agent for the County.

6. EMERGENCY ACTION: CITY NPDES PERMIT HOLDER

- A. The City may take emergency action, whenever it deems 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 as these terms are understood in the pretreatment program. The City will provide informal notice to the Industrial User and the County of its intent to take emergency action prior to taking action in the COS Area. The opportunity to respond, however, may be limited to a hearing after the emergency powers of the City have been exercised.
- B. The parties understand that the City is the holder of the NPDES permit for the RP Flows and ultimately responsible to assure compliance with NPDES permit requirements for such flows. The City reserves the right to take whatever actions necessary to comply with NPDES permit violations and to avoid any such violations. The parties each agree to support and work together to protect each other from loss or liability due to NPDES permit violations, to the extent arising from their respective fault or neglect and in accord with the duties and obligations of this Agreement.

7. INDUSTRIAL USERS IN COS AREA IN OTHER INCORPORATED LOCAL GOVERNMENT REGULATORY AREAS

The County agrees that before an Industrial User located in the COS Area but another local government's Regulatory Area discharges into County's POTW, the County will enter into an agreement with the jurisdiction in which such Industrial User is located to assure an effective pretreatment regulatory program consistent with the existing City-County Model. The City will support and participate in such process as needed. Such agreements shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any Industrial User in the outside jurisdiction.

8. CITY PROGRAM EXPENSES

The County will reimburse the City within sixty (60) days of billing, supported by any information reasonably requested by the County, for implementing, administering, managing pretreatment program expenses under this Agreement, and any enforcement actions in which the City is involved recommended or taken by the City against the County Industrial Users in the COS Area. These costs will be based on the actual costs of labor, materials, equipment rental, and out of pocket expenditures. Each billing shall be submitted annually, for services provided in the prior year. The City will send the County a projected bill for the year on or before September 1 of the year in which service is being provided. The actual bill will be sent to the County on or before April 1 for services provided in the prior year. The County shall advise if it has any questions or needs further information promptly. If a billing not subject to further question is retroactive for more than three months, it shall accrue interest at the current local government investment pool rate until paid. A cover letter which summarizes each billing's services shall also be provided. A sample billing for 2009 services is attached as Attachment 2.

9. INDEMNITY

Each party accepts fully responsibility to the other for its own negligent or intentional acts, errors or omissions.

10. OTHER

- A. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms of this Agreement will be unaffected.
- B. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and the rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary, but at least every five (5) years on a date to be determined by the Parties.
- C. The Parties will also review and revise this Agreement in the next two years in anticipation of the start-up and operation of the County's new Water Reclamation Facility and the likelihood that some responsibilities listed in Attachment 1 will change and/or be eliminated.
- D. The Table provided in Attachment 1 summarizes the responsibilities covered by this Agreement at this time.

11. RCW 39.34.030 (3) and (4) ELEMENTS:

- A. Duration: Either party may terminate this Agreement in its sole discretion upon one hundred eighty (180) days written notice. Unless so terminated, this Agreement expires June 30, 2015. Thereafter, it will renew

automatically each June 30 for additional one (1) renewal terms, but will remain always subject to termination upon one hundred eighty (180) days written notice. The renewal does not affect the right of termination.

- B. Precise Organization: Each party functions under its existing structures. No additional organizational structures are created.
- C. Purpose: The purpose is to help the parties coordinate their respective pretreatment regulatory programs, as further explained in Section 1.
- D. Budget and Financing: Each party retains sole control of all finance and budget items for its operations and functions. Charges for services are addressed in Sections 4C, 8 and 11F.
- E. Termination: Upon expiration or termination of this Agreement, each party retains control of its property. No joint property or jointly held assets or funds are contemplated.
- F. Administration: Each party has sole control of administering its utility service and regulatory programs, except any litigation must be handled by a legal representative of the party in whose regulatory area the action arises. Any fines or penalties are retained by the jurisdiction in whose name the action is brought. After payment of such amounts, any restitution ordered of costs incurred by the party administering the enforcement program will be distributed by the party bringing the enforcement action.

Attach: Costs

BOARD OF COUNTY
COMMISSIONERS
OF SPOKANE, COUNTY,
WASHINGTON

MARK RICHARD, Chair

BONNIE MAGER, Vice Chair

TODD MIELKE, Commissioner

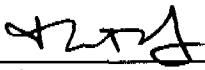
ATTEST:
CLERK OF THE BOARD

Daniela Erickson

Approved as to form:

Deputy County Prosecutor

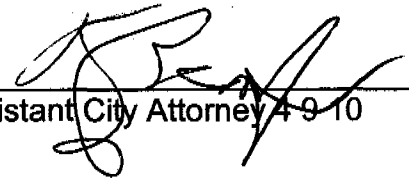
CITY OF SPOKANE



Authorized Representative
By: _____ Thomas E. Danek, Jr.
Print name and Title City Administrator
City of Spokane

ATTEST:


City Clerk

Approved as to form:


Assistant City Attorney 4-9-10



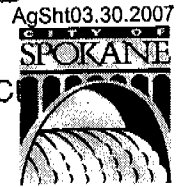
A. Attachment 1
Summary of Responsibilities under Multijurisdictional Agreement
between Spokane County and the City of Spokane

Responsibility	City of Spokane	Spokane County
Spokane County Pretreatment Ordinance	<ul style="list-style-type: none"> ▪ Review and approve Draft 	<ul style="list-style-type: none"> ▪ Prepare Draft ▪ Issue final ordinance after City review ▪ Obtain any regulatory agency approval necessary
Pretreatment Ordinance Modification by County	<ul style="list-style-type: none"> ▪ Forward any changes to City ordinance to County 	<ul style="list-style-type: none"> ▪ Revise to keep at least as stringent as City ordinance ▪ Obtain any regulatory agency approval necessary
Local Limits	<ul style="list-style-type: none"> ▪ Forward any changes to City local limits to County ▪ Obtain any regulatory agency approvals necessary 	<ul style="list-style-type: none"> ▪ Maintain limits at least as stringent as City
Annual Report	<ul style="list-style-type: none"> ▪ City shall prepare a draft annual report for County's review, completion, and submittal to Ecology 	<ul style="list-style-type: none"> ▪ County shall review, complete and submit annual report to Ecology
County Industrial User Survey for COS Areas		<ul style="list-style-type: none"> ▪ Update continually ▪ Conduct survey and follow up on non-responses ▪ Forward latest version to City ▪ Make any changes as required by regulatory agencies
Permitting Process for COS	<ul style="list-style-type: none"> ▪ Review permit application and prepare Draft permit ▪ Approve issuance of Final permit after Department of Ecology review ▪ Permit modification as needed 	<ul style="list-style-type: none"> ▪ Send out surveys, permit applications, and classify Industrial Users ▪ Forward permit application to City for review ▪ Review Draft permit prepared by City. ▪ Send Draft permit for Department of Ecology ▪ Review and conduct Public Commentary of Draft permit ▪ Issue Final permit

Inspections, Sampling, Analysis of County Users	<ul style="list-style-type: none"> ▪ City may perform duties as it deems necessary ▪ City may perform duties at request of County ▪ City to give notice to County prior to inspections and ▪ City to forward inspection and sampling reports to County ▪ City to provide County with monthly compliance reports on each permitted Industrial User 	<ul style="list-style-type: none"> ▪ County delegates to City staff ▪ County may perform sampling and inspection as it deems necessary ▪ County distributes inspection and sampling reports
Enforcement within County (COS Areas)	<ul style="list-style-type: none"> ▪ City may perform duties as it deems necessary ▪ City may perform duties at request of County ▪ City may recommend enforcement actions to the County 	<ul style="list-style-type: none"> ▪ County to perform court enforcement tasks, or delegate to City staff ▪ Publish all out of compliance users as required by Federal Pretreatment regulations in local paper
Emergency Suspension	<ul style="list-style-type: none"> ▪ City may act as needed 	<ul style="list-style-type: none"> ▪ County may act as needed
Response to Production Changes or Changed Discharge		<ul style="list-style-type: none"> ▪ County to review and take appropriate action ▪ County to notify City of change and of action taken
ICR Inside City Regulatory area	<ul style="list-style-type: none"> ▪ Legal Authority- City Ordinance ▪ Industrial Waste Survey ▪ Permitting (all aspects) ▪ Enforcement with City Ordinance ▪ Inspections 	
OCR Inside service area but outside City	<ul style="list-style-type: none"> ▪ Industrial Waste Survey ▪ Permitting (all aspects) ▪ Enforcement with County Ordinance ▪ Inspections 	<ul style="list-style-type: none"> ▪ Legal Authority - County Ordinance
COS County Service Area	<ul style="list-style-type: none"> ▪ Permitting (draft and maintenance) ▪ Enforcement with County Ordinance, Recommendation only. ▪ Inspections 	<ul style="list-style-type: none"> ▪ Permitting (All aspects not delegated to City) ▪ Industrial Waste Survey ▪ Legal Authority - County Ordinance ▪ Enforcement with County Ordinance ▪ Inspections

RECEIVED

RES 2007-0040
CR: OPR 81-1053



AGENDA SHEET FOR COUNCIL MEETING OF: April 30, 2007

APR 19 2007

CITY CLERK'S OFFICE
Council Sponsor: SPOKANE, WA

Submitting Dept.
Public Works & Utilities

Contact Person/Phone No.
Dave Mandyke 625 6272

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE _____
 RENEWS _____
 CROSS REF 00281-1053
 ENG _____
 BID _____
 REQUISITION _____

STANDING COMMITTEES

(Date of Notification)

- Finance _____
- Neighborhoods _____
- Planning/Community & Econ Dev _____
- Public Safety _____
- Public Works _____

Neighborhood/Commission/Committee Notified: _____
 Action Taken: _____

AGENDA WORDING:

(If contract, include the term.)

A resolution approving settlement of pending litigation with Spokane County relating to the parties' Interlocal Wastewater Management Agreement and directing said agreement be amended in accord with the settlement.

BACKGROUND:

(Attach additional sheet if necessary)

December 22, 1980, the City Council approved an interlocal wastewater management agreement with Spokane County wherein the City Sewer Utility agreed to accept and treat up to a maximum of 10 MGD (million gallons per day) dry weather wastewater flows from the County Sewer Utility. (Clerk file no. 395-30-2; later amendments in Clerk's File OPR 81-1053). In October of 2003, the County stopped paying that portion of its bill it computed as representing municipal taxes. After negotiations failed, a lawsuit was commenced by the County in November of 2005 testing whether these expenses should include City utility taxes paid by the City Sewer Utility on its gross income. In late 2006, the Spokane Superior Court ruled that the City had the legal authority to tax its own utility on revenues from the County payments, but that the intent of the parties specifically as to whether the city utility could pass those tax expenses on to the County under the terms of the contract was not clear and this question should be reserved for trial.

[continued on next page]

RECOMMENDATION: approve ADOPT

Fiscal Impact: <input type="checkbox"/> N/A	Budget Account: <input type="checkbox"/> N/A
Revenue: \$ 525,000	# 4310-43100-35052-34351-99999
Revenue: \$ 975,000	# 4320-43200-35052-34355-99999

ATTACHMENTS: Include in Packets: Resolution approving settlement
On file for Review in Office of City Clerk:

SIGNATURES:

[Signature]
 Department Head

[Signature]
 Legal

[Signature]
 Division Director

[Signature]
 Chief Operating Officer for Mayor

[Signature]
 Finance

[Signature]
 Council President

DISTRIBUTION:

- Spokane County- Bruce Rawls
- City Sewer- Dale Arnold
- City Sewer- Kevan Brooks
- Spokane County Board- Cmsr Mielke
- Spokane County Clerk for Bd Marlene Feist
- Bruce Lamka Attorney
- Jim Emacio- County Prosec.
- Public Works & Utilities - Thacker

COUNCIL ACTION: ADOPTED BY
 SPOKANE CITY COUNCIL:
April 30, 2007

[CONTINUED]

[Signature]
 CITY CLERK Res 2007-0040

Originally, the County had asked for full refund going back six years to 1997 in the amount of \$2,033,269, with the tax expense removed thereafter. This includes about \$2.14 million withheld since 2003. Representatives of both sides participated in a day long mediation in late January 2007. The result of the mediation was a compromise proposal recommended by all mediation participants:

- 1) The County would entirely drop its \$2.033 refund claim.
- 2) The City Sewer Utility would remove the tax aspect from its billings to the County, but the County would make an immediate payment to the City in lieu of taxes to the City of \$1.5 Million.
- 3) The County would thereafter continue to make payments in lieu of taxes to the City on a gradually ramped down basis over the next 15 years as follows: for years 2007-2011—15% of whatever is due under the contract for treatment service from and after January 1, 2007. For years 2012-2016—10%. For years 2017-2021—5%. Starting in 2022, there would be no further payments in lieu of taxes from the County.

The attached resolution would be to authorize amendment of the Interlocal Agreement and finalization of the settlement recommendation.

RESOLUTION

A resolution approving settlement of pending litigation with Spokane County relating to the parties' Interlocal Wastewater Management Agreement and directing said agreement be amended in accord with the settlement.

WHEREAS, the City of Spokane and Spokane County have been engaged in litigation since November of 2005 over the question of allowable expenses that the City Sewer Utility may charge the County for treatment service for County Sewer Utility wastewater flows at the Water Reclamation Treatment Plant; and

WHEREAS, following a day long mediation earlier this year, with participants including a member of the Board of County Commissioners, the City of Spokane Council President and Mayor, together with staff and attorneys for both sides, a mutual recommendation regarding settlement and compromise of the dispute has been reached;

NOW THEREFORE, following a public hearing and due consideration, be it resolved by the City Council of the City of Spokane:

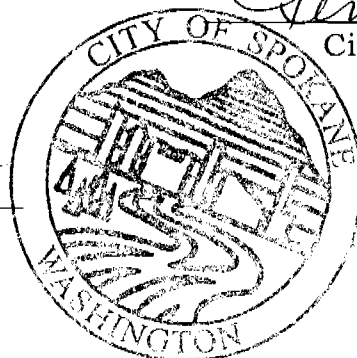
That the Mayor and City Staff be authorized to settle and compromise that dispute between the parties substantially in accord with the proposed Amendment No. 5 of the City-County Wastewater Management Agreement, also Exhibit A hereto, and such officials should execute the same on behalf of the City of Spokane.

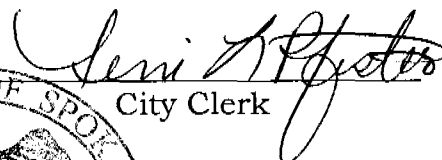
That in accord with RCW 39.34.040, prior to its entry into force, this amendment shall be filed with the county auditor or, alternatively, listed by subject on the City's web site or other electronically retrievable public source.

PASSED the City Council this 30th day of April, 2007.

Approved as to form:


Assistant City Attorney




City Clerk

SETTLEMENT AGREEMENT

1. AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is between Spokane County (the “County”) and the City of Spokane (the “City”). The County and City (collectively, the “Parties”), agree as follows.

2. RECITALS

- 2.1. On December 22, 1980, the County and City entered into an agreement entitled City and County Wastewater Management Agreement (the “Interlocal Wastewater Agreement”). The Interlocal Wastewater Agreement, as amended, provides for the collection and treatment of wastewater flows, as more particularly described therein.
- 2.2. The County and City are parties to litigation concerning their rights and obligations under the Interlocal Wastewater Agreement, which is pending in the Superior Court of the State of Washington, Spokane County, under Cause No. 05-2-05639-2 (the “Litigation”). The County and City resolve the Litigation through this Settlement Agreement.

3. TERMS OF SETTLEMENT

- 3.1. Upon execution of this Settlement Agreement by counsel for the County and City, the Parties will notify the Court that a settlement has been reached, subject to approval by the Parties’ respective legislative bodies. Counsel will jointly seek a stay of all further proceedings to facilitate approval of the settlement of the Litigation.
- 3.2. The terms of this Settlement Agreement, other than Paragraph 3.1, shall be presented to the Board of County Commissioners and to the City Council for approval. Presentation for approval shall be made as expeditiously as reasonably possible, but in no event more than thirty (30) days from the execution of this Settlement Agreement.
- 3.3. The terms of this Settlement Agreement, other than Paragraphs 3.1 and 3.2, shall be binding on the Parties only upon approval by both the Board of County Commissioners and the City Council. If this Settlement Agreement is approved by the Board of County Commissioners and by the City Council, it shall become fully binding and enforceable upon execution by the Mayor and by the Chairman of the Board of County Commissioners for the City and County, respectively. Execution shall be in duplicate originals, with each Party to receive a fully executed original. If this Settlement Agreement is not approved by either the Board of County Commissioners or the City Council, or by neither of them, it shall, except for the obligations created by Paragraphs 3.1 and 3.2, be null and void and have no force or effect, and the Parties shall be returned to their positions, nunc pro tunc, prior to this Settlement Agreement or the mediation in connection therewith.

3.4. Within thirty (30) days of the approval of this Settlement Agreement by the Board of County Commissioners and City Council, the Parties will execute a further Amendment to the Interlocal Agreement in the form of Exhibit A to this Agreement (the "Amendment").

3.5. Contemporaneously with the execution of the Amendment, the County will pay to the City the sum of One Million Five Hundred Thousand Dollars (U.S. \$1,500,000.00). This payment shall be by check or other appropriate instrument made payable to the City Treasurer.

3.6. Approval of this Settlement Agreement shall constitute and effect a mutual release by each Party of all claims of any kind against the other, including its elected officials, officers, agents and employees, past and present, arising out of the subject matter of the Litigation.

3.7. Within ten (10) days of the execution of the Amendment, the Parties will jointly file papers with the Court in the Litigation in the form of Exhibit B to this Agreement for dismissal of their respective claims, with prejudice.

4. EFFECTIVE DATE

This Settlement Agreement shall be effective on the last date of County and City approval as set forth in Section 5.2, below.

5. EXECUTION AND APPROVAL

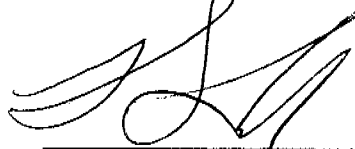
5.1. For purposes of Settlement Agreement Sections 3.1 and 3.2, counsel for the Parties execute this Settlement Agreement this 13th day of April, 2007.

FOSTER PEPPER PLLC



P. Stephen DiJulio, WSBA No. 7139
Attorneys for Spokane County

DAVIS WRIGHT TREMAINE LLP



Bruce Lamka, WSBA No. 9319
Attorneys for City of Spokane

5.2. Each of the Parties represent that the undersigned are duly authorized to execute this Settlement Agreement.

5.2.1. COUNTY

Approved by Spokane County this 1st day of May, 2007.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

By [Signature]
Mark Richard, Chair
[Signature]
Bonnie Mager, Vice-chair
[Signature]
Todd Mielke, Commissioner

ATTEST:
[Signature]
Clerk of the Board of Commissioners

APPROVED AS TO FORM:
[Signature]
County Prosecutor, [Signature] DPA

5.2.2. CITY

Approved by the City Council this 30th day of April, 2007, and executed by the Mayor
this 2nd day of May, 2007. *Administrative Services
Division Director for*

CITY OF SPOKANE

By [Signature]
for Dennis P. Hession, Mayor

ATTEST:
[Signature]
City Clerk

APPROVED AS TO FORM:
[Signature]
Assistant City Attorney



Exhibit A

CITY AND COUNTY WASTEWATER MANAGEMENT AGREEMENT

Amendment No. 5

1. AGREEMENT AMENDMENT.

This Agreement Amendment ("Amendment"), is made and entered by and between the City of Spokane (the "City") and Spokane County (the "County"). The Amendment further amends the City and County Wastewater Management Agreement, dated December 22, 1980, inclusive of prior amendments (the "Interlocal Wastewater Agreement"). The City and County (collectively, the Parties), agree as follows.

2. COUNTY CLASS OF SERVICE RATE

2.1. Effective January 1, 2007, no utility tax or other license/excise for revenue on the privilege of doing business that is imposed by the City of Spokane on the Spokane Sewer Utility will be included as a cost of operation and maintenance used in the formula used to compute the County Class of Service Rate (also known as "user charge").

2.2. Section V.F of the Interlocal Wastewater Agreement, is amended, to read as follows:

F. The cost of operation and maintenance of the City sewer utility shall be based on the EPA approved sewer use ordinance and equitable sewer user charge distribution system. The cost of operation and maintenance of that portion of the City system providing service to the County WWUSA shall be identified and shall be the basis of the formula the City uses to develop the user charge for the County. Included in this cost shall be all labor, materials, administrative, legal, engineering, and other necessary operational expenses of the sewer utility. Necessary operational expenses shall include all federal, state or county taxes imposed on the City system as well as any local option sales taxes of general application paid by the City sewer utility. Necessary operational expenses shall not include City of Spokane utility taxes or similar City license/excise for revenue on business activities or the privilege of doing business (however denominated) imposed on the City sewer utility.

2.3. On or before January 30 of each year hereafter, the City shall, as provided by the Interlocal Wastewater Agreement, compute the County Class of Service Rate for that year and inform the County of that Rate by letter to the County Sewer Utility, with a copy to the Chair of the Board of County Commissioners. The County Class of Service Rate so computed by the City shall form the basis of all billings for providing service to the County for that year unless, by March 30 of that year, the County objects in writing to the City Sewer Utility, with a copy to the Mayor. In the event a timely objection is made, the County Sewer Utility will pay all undisputed amounts and the parties will establish the correct amount due under the Interlocal Wastewater Agreement by submitting their dispute for resolution under the Alternative Dispute Resolution provisions of chapter 7.04A RCW.

2.4. The City shall compute the County Class of Service Rate for year 2007 consistent with Section 2.2 of this Amendment. The County Class of Service Rate previously calculated for 2007 will be recalculated and all City billings and County payments made to date for 2007 will be adjusted to conform to this Amendment.

3. PAYMENT IN LIEU OF TAXES

3.1. Effective January 1, 2007, the County Sewer Utility will make an additional annual payment to the City called the Payment in Lieu of Taxes ("PILT"). The amount of the PILT will be a percentage of the total annual gross payments by County to City for the County's Class of Service charge for operation and maintenance, determined in accordance with the Interlocal Wastewater Agreement, as follows:

3.1.1. For Years 2007-2011 – Fifteen Percent (15%) of total amount due under the County's Class of Service Rate;

3.1.2. For Years 2012 – 2016 – Ten Percent (10%) of total amount due under the County's Class of Service Rate;

3.1.3. For Years 2017-2021 – Five Percent (5%) of total amount due under the County's Class of Service Rate; and

3.1.4. No PILT will be made after year 2021.

3.2. Each PILT will be by check or other appropriate instrument made payable to the City Treasurer and shall be delivered to the City Treasurer by County on or before the last business day of January following the year for which the PILT is due.

4. RATIFICATION

Except as amended herein, the terms and conditions of the Interlocal Wastewater Agreement shall remain in full force and effect.

5. EXECUTION AND EFFECTIVE DATE

This Amendment shall take effect and be in force as of January 1, 2007, upon execution by the Parties, below.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their proper officers on the date opposite their respective signature block(s).

5.2. Each of the Parties represent that the undersigned are duly authorized to execute this Settlement Agreement.

5.2.1. COUNTY

Approved by Spokane County this 1st day of May, 2007.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

By [Signature]
Mark Richard, Chair
[Signature]
Bonnie Mager, Vice-chair
[Signature]
Todd Mielke, Commissioner

ATTEST
[Signature]
Clerk of the Board of Commissioners

APPROVED AS TO FORM:
[Signature]
County Prosecutor, ~~she~~ DPA

5.2.2. CITY

Approved by the City Council this 30th day of April, 2007, and executed by ^{Administrative Services Division Director for} the Mayor
this 2nd day of May, 2007.

CITY OF SPOKANE

By [Signature]
for Dennis P. Hession, Mayor

ATTEST:
[Signature]
City Clerk

APPROVED AS TO FORM:
[Signature]
Assistant City Attorney

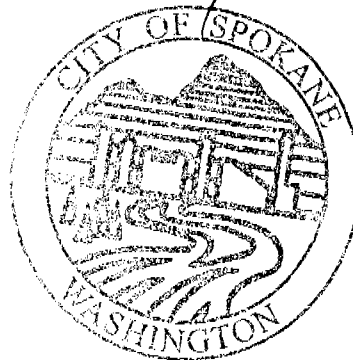


Exhibit B

The Honorable Maryann C. Moreno

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SUPERIOR COURT OF THE STATE OF WASHINGTON
SPOKANE COUNTY

SPOKANE COUNTY,)	
)	
Plaintiff,)	No. 05-2-05639-2
)	
v.)	STIPULATION AND JOINT
)	MOTION FOR DISMISSAL AND
CITY OF SPOKANE,)	[PROPOSED] ORDER
)	
Defendant.)	
)	

Spokane County (the "County"), by and through its counsel of record, and the City of Spokane, by and through its counsel of record, hereby stipulate and move jointly for dismissal of this action, with prejudice.

STIPULATION AND JOINT MOTION

The Parties have reached a settlement in this action that fully and finally resolves all claims and counterclaims arising out of the subject matter of this action. Pursuant to their settlement, each Party must dismiss its claims herein, with prejudice and without fees or costs. Neither the Parties' settlement nor this joint request for dismissal constitutes an admission by either Party concerning the validity or invalidity of any claim or counterclaim or defense thereto.

STIPULATION AND JOINT MOTION FOR DISMISSAL - 1

SEA 1943837v2 0033822-000002

Davis Wright Tremaine LLP
LAW OFFICES
2600 Century Square - 1501 Fourth Avenue
Seattle, Washington 98101-1488

Exhibit B

Dated this ____ day of _____, 2007.

STEVEN J. TUCKER
PROSECUTING ATTORNEY
SPOKANE COUNTY

JAMES S. CRAVEN
CITY ATTORNEY
CITY OF SPOKANE

James P. Emacio, WSBA No. 4862
Senior Civil Deputy Prosecuting Attorney

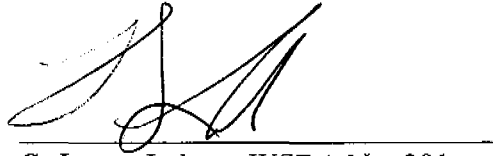
Robert G. Beaumier, Jr., WSBA No. 5512
Assistant City Attorney

BY FOSTER PEPPER PLLC

BY DAVIS WRIGHT TREMAINE LLP


P. Stephen DiJulio
17 May 2007

P. Stephen DiJulio, WSBA No. 7139
John R. Nelson, WSBA No. 16393
Attorneys for Spokane County



C. James Judson, WSBA No. 291
Bruce Lamka, WSBA No. 9319
Attorneys for City of Spokane

ORDER

The Court, having reviewed the forgoing Stipulation and Joint Motion for Dismissal,
and being fully informed, hereby

ORDERS that this action be and it hereby is dismissed with prejudice and without costs
or fees to either party.

Done in open court this ____ day of _____, 2007.

The Honorable Maryann Mareno

9/17 ac
AGENDA SHEET FOR COUNCIL MEETING OF: 9/9/96



Wastewater Mtce Gale Olrich 7900
Submitting Department Contact Person Phone Ext.

RECEIVED

AUG 28 1996

CITY CLERK'S OFFICE
SPOKANE, WA

CONSENT AGENDA
X Contract
0 Report

LEGISLATIVE SESSION
0 Resolution
0 Emergency Ordinance
0 Final Reading Ordinance
0 First Reading Ordinance
0 Special Consideration
0 Hearing

Clerk's Files: #0 PR 81-1053
Renews: #
Cross Reference: #
ENG/LID: #
BID: #

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT:

Area Manager: _____

Action Taken: _____

AGENDA WORDING: Amendment #4 to Wastewater Management Agreement between City and County of Spokane providing for City administration of County pretreatment program required by EPA regulations

COUNCIL PRIORITY & BACKGROUND (Attach separate sheet if necessary):

(2) City Service Delivery

Under federal clean water act regulations, local governments are required to adopt "pretreatment" ordinances assuring that certain identifiable significant industrial dischargers into the public sewerage systems pretreat their effluent prior to discharge. State and federal approval has been obtained for the city and county ordinances, which are substantially similar. This contract amendment addresses the implementation of the county's ordinance by allowing the City wastewater treatment department staff, which has developed specific expertise in pretreatment enforcement, to enforce the County ordinance in the unincorporated areas of Spokane County subject to County jurisdiction, under County official supervision and oversight. Provision is made for reimbursement of municipal costs of enforcement on a monthly basis, as billed by the City Wastewater Treatment Department to the County.

RECOMMENDATION: approve

FISCAL IMPACT: none Expenditure - \$
Revenue - \$

Budget Account: #
#

LIST ATTACHMENTS AS FOLLOWS:

On file for Review in Office of City Clerk: Contract Addendum #4

Include in Packets:

SIGNATURES OF SUBMITTING OFFICERS (sign legibly):

Department Head

Legal

Division Director

City Manager

DISTRIBUTION AFTER COUNCIL ACTION:

Wastewater treatment
Spokane County Director of Utilities
Manager Planning & Engineering

APPROVED BY
SPOKANE CITY COUNCIL:
September 16, 1996

CITY CLERK

COUNCIL ACTION:

September 9, 1996:
The Council did not consider the above matter at its September 9, 1996, meeting due to lack of quorum. The matter is deferred to Council's 3:30 p.m. Briefing Session on September 16, 1996. City Clerk

**AMENDMENT NO. 4 TO WASTEWATER MANAGEMENT AGREEMENT
BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY**

THIS AMENDMENT, is made and entered into this 6 day of August 1996, by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and SPOKANE COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "County."

RECITALS

WHEREAS, the City currently owns and operates a general sewerage system within and without its corporate limits in Spokane County, Washington, including the operation of a regional wastewater treatment plant (RWWTP); and

WHEREAS, the County currently owns and operates a general sewerage system within the unincorporated portions of Spokane County, Washington; and

WHEREAS, Section 36.94.110 of the Revised Code of Washington (RCW) requires the City and the County to abide by the terms of the Comprehensive Wastewater Management Plan (CWMP) and any amendments thereto adopted by the County pursuant to Chapter 36.94 RCW, in the future development of their systems; and

WHEREAS, pursuant to RCW 36.94.190, the City and the County are authorized to contract with each other regarding the establishment, maintenance and operation of all or a portion of a system of sewerage; and

WHEREAS, pursuant to Chapter 39.34 RCW, two or more public entities may jointly cooperate to perform functions which each may perform individually; and

WHEREAS, pursuant to the City and County Wastewater Management Agreement executed between the County and the City and dated December 22, 1980 (hereinafter referred to as the "1980 Agreement"), the City of Spokane agreed to reserve and the County agreed to purchase up to ten (10) million gallons per day capacity in regional wastewater treatment plant and interceptor system (RWWTP), for the purpose of providing for the County's wastewater treatment needs in accordance with the CWMP; and

WHEREAS, the 1980 Agreement was amended successively by the parties on August 17, 1982, September 6, 1983 and October 28, 1986; and

WHEREAS, pursuant to the 1980 Agreement, as amended, the County collects and discharges wastewater from the County's general sewerage system into the RWWTP for treatment and disposal; and

4

WHEREAS, the 1980 Agreement, as amended, provides for the City and the County to establish a uniform program for pretreatment requirements, wherein each party is responsible to develop and enforce a pretreatment program in accordance with the City's National Pollutant Discharge System (NPDES) waste discharge permit requirements and applicable federal and state laws and regulations; and

WHEREAS, the 1980 Agreement, as amended, and without limitation, further:

A. Requires the County to adopt, amend and enforce a substantially similar pretreatment ordinance as adopted and amended by the City, and implementing regulations therefore, all within time frames established by the Washington Department of Ecology(WDOE);

B. Requires the County to adopt and implement utility service contract modifications and rate adjustments to accomplish a pretreatment program substantially similar to the City's program, within time frames required by WDOE;

C. Gives the City broad authority to monitor the County's pretreatment program to ensure the County's compliance therewith, and to implement and enforce the requirements of the County's pretreatment program and ordinance, at the County's expense, if the County fails to satisfactorily perform or implement such requirements;

D. Authorizes either the County or the City to seek injunctive relief against any utility customer of the County's system filing or refusing to comply with the County's pretreatment ordinance and program, or with any remedial plan issued to correct pretreatment deficiencies;

E. Requires the County to indemnify the City for all loss, liability, damages, fines and costs incurred as a result of harmful industrial or other waste discharge from the County's system;

F. Requires the County to reimburse the City for fines or costs stemming from injury to City personnel, damages to City facilities, disruption of treatment processes or operations, harmful degradation of sludge quality, NPDES permit violations, and similar regulatory violations caused by industrial wastes received from the County's system; and

WHEREAS, the 1980 Agreement, as amended, states that such agreement between the City and the County does not apply to matters outside the legal, regulatory or contractual powers of the City or County or contrary to applicable law or order of the WDOE or other regulatory agency; and

WHEREAS, the County has drafted a pretreatment ordinance for review by the City, the WDOE and the United States Environmental Protection Agency, and for adoption by the Board of County Commissioners of Spokane County; and

WHEREAS, in the process of developing the County's pretreatment program, the parties have reached agreement wherein the County will fund City staff to implement, manage and administer the County's pretreatment program and pretreatment ordinance under the authority of the Director of Spokane County Utilities; and

WHEREAS, the parties recognize that only the County has the legal authority to enforce County ordinances and regulations, and to prosecute and impose civil and criminal penalties for violations of the County's pretreatment ordinance occurring within the unincorporated area of Spokane County.

In consideration of the above recitals and the mutual promises below, the County and the City agree that the December 22, 1980 City and County Wastewater Management Agreement, as amended, is further amended as follows:

SECTION 1

A. The County agrees to retain the City, through its Wastewater Management Department, to implement, administer and manage the requirements of the County's regulatory pretreatment program and pretreatment ordinance (as now constituted or hereafter amended) for the County's general sewerage system within the unincorporated portion of Spokane County. The County, at the request of its Director of Utilities, may also retain the City, through its Wastewater Management Department, to assist the County in implementing, administering and managing the pretreatment provisions of sewer connection agreements which the County executes or has executed with other municipal corporations or sewer districts in Spokane County and which discharge sanitary sewage to the County's system.

B. The City shall:

1. Make contact with potential users, draft permits for users, which the County will review and forward with County letterhead to the user.
2. Endeavor to keep the program with assistance from County in compliance with State and Federal requirements.
3. Determine, administer, and implement compliance monitoring program for user; and prepare reports and forward to user and the County.
4. Copy all monitoring results to the County, as well as correspondence to users that indicate non-compliance with the program.
5. Prepare an annual summary for both the City and the County, and forward to appropriate regulatory agencies, as well as the County.

6. Publish all out of compliance users as required by Federal pretreatment regulations in local paper.

C. The County shall:

1. Update and complete an Industrial Waste survey, and do a follow up on non-responses.
2. Set up a program of continuing survey of new users.

SECTION 2

The County may also retain the City, through its Wastewater Management Department and legal departments, to assist the County with enforcement activities involving the County's regulatory pretreatment program and pretreatment ordinance. In conjunction with these enforcement activities, the City shall:

- A. Prepare all enforcement documents and forward to County. The County will review and forward to County prosecuting attorney for action.
- B. Coordinate all enforcement issues with County staff prior to any action by the City.
- C. Contact the County when changes to the City's pretreatment program or ordinance occur, to allow the County to comment and allow the County to make appropriate changes to its ordinance.

SECTION 3

The County shall have final decisional authority over implementation, administration, management and enforcement of the County's regulatory pretreatment program and pretreatment ordinance, subject to the remedies provided to the City in the December 22, 1980 City and County Wastewater Management Agreement, as amended, for the County's failure to satisfactorily implement and enforce the requirements of the County's pretreatment program and ordinance.

The City Director of Wastewater Management, or his designee, shall coordinate all functions to be performed by the City under this Amendment with the County Director of Utilities, or his designee.

SECTION 4

The County shall reimburse the City for all costs incurred by the City in providing services under this Amendment, based on the actual costs of labor, materials, equipment

rental and out of pocket expenditures, plus all associated costs for fringe benefits to labor, including but not limited to Social Security, retirement, industrial insurance, and medical aid, prorated sick leave, holidays and vacation time, and group medical and dental coverage.

SECTION 5

The City shall submit monthly billings to the County for its services performed and costs incurred pursuant to this Amendment, by invoice to the Division of Utilities, Public Works Building, West 1026 Broadway, Spokane, Washington 99260-0430. Payment by the County to the City shall be made within thirty (30) days of receipt by the County of a properly completed invoice from the City. Delinquent payments shall accrue interest at a rate of one percent (1%) per month.

The City's cost of overhead for the pretreatment program currently being paid by a proportionate share of flow basis at the meter will continue. In the event the County's portion of the pretreatment program results in an increase to the City's pretreatment overhead costs; the City and County will agree on an equitable adjustment in the billing from the City to the County. Current Point Source Specific charges that in the past have been detailed and billed separately to the County; will continue on a information basis only and no additional billing. The County will use this information to bill the source industrial user. The City and County may agree on an alternative method of billing the Point Source than described above as long as the resulting cost impact remains as described.

County will determine if the cost of pretreatment will be passed on to all customers, commercial customers, or a combination.

SECTION 6

The City is an independent contractor in the provision of service to the County under this Amendment, and City employees performing services pursuant to this Amendment, shall in no instance be considered as being employees of the County.

The County will determine what information needs to be sent on County letterhead or determine a standard cover letter that can be sent out to inform the user of the City/County arrangement.

City vehicles that visit County users will be unmarked.

City employees will have proper identification and documentation for all work performed in the County.

SECTION 7

The County shall defend and hold the City harmless from and against all claims, losses, demands, actions, suits or causes of action, of any nature whatsoever, arising out of the work to be performed under this Amendment, except to the extent caused by or arising out of the negligence of the City, respecting which negligence the City shall indemnify the County against all claims, losses, demands, actions, suits or causes of action, of any nature whatsoever arising therefrom or caused thereby.

SECTION 8

Either the City or the County may terminate this Amendment for any reason upon thirty (30) days written notice to the other. In the event of termination, the County shall reimburse the City for all work previously authorized and performed prior to the date of termination.

SECTION 9

The City shall upon request make available to the County all records, data, reports, books, or pertinent information which the City shall have kept in conjunction with this Amendment. The City shall maintain said records for a minimum of three (3) years following completion of its services.

SECTION 10

In all other respects, the 1980 Agreement, and subsequent amendments thereto, shall remain in full force of and effect. To the extent there is a conflict between this Amendment and the 1980 Agreement, and subsequent amendments thereto, the provisions of this Amendment shall control.

This Amendment shall take effect when executed by both parties.

SECTION 11

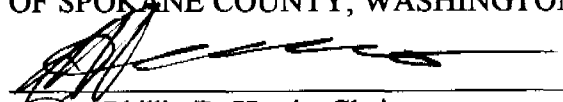
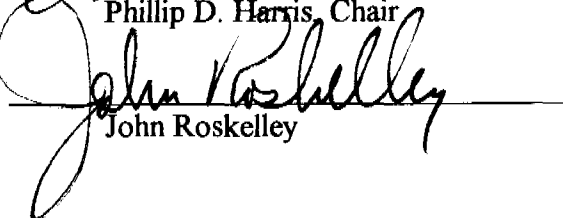
Pursuant to RCW 39.34.040, a copy of this Amendment shall be filed with the County Auditor.

IN WITNESS WHEREOF, the parties hereby execute the above Amendment:

ATTEST:

WILLIAM E. DONAHUE
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

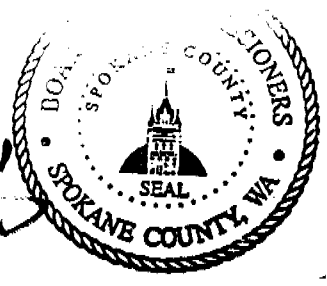

Phillip D. Harris, Chair

John Roskelley

By: *Sharon Montoya*
Deputy Clerk

Steven Hasson

Approved as to form:

R. P. ...
Deputy Prosecuting Attorney



CITY OF SPOKANE:

Attest: *Sharon Montoya*
City Clerk

By: *Bill Papp*
ACTING CITY MANAGER

Approved as to form:
[Signature]
Assistant City Attorney

FOR COUNCIL MEETING OF: October 20, 1986

AGENDA CATEGORY

RECOMMENDATION

Notify Prior to Meeting:
Spokane Valley Advisory Council?
Other? _____

TO: MAYOR AND CITY COUNCIL
 For Action
 For Information

RECEIVED

OCT 14 1986

**CITY CLERK'S OFFICE
SPOKANE, WA**

- Hearing
- Annexation
- Report
- Contract
- Resolution
- Emergency Ord.
- First Rdg. Ord.
- Report of City Manager
- Accept
- Approve
- Deny
- Place on File
- Set Hrg. / Review
- Defer / Continue
- Council Direction

Clerk's File # OPR 81-1053
Eng. / LID # _____ BID # _____

AGENDA WORDING:

City of Spokane/Spokane County Interlocal Cooperation Industrial Sewage Pretreatment Agreement; Amendment #3

BACKGROUND:

The City of Spokane must develop and implement an industrial sewage pretreatment program pursuant to conditions contained in its wastewater discharge permit issued by the Washington State Department of Ecology. The County, similarly, pursuant to 40 CFR, Part 403, has legal obligations regarding industrial sewage pretreatment. This interlocal agreement amendment reflects the effort of the City and County to adopt and enforce coordinated local government regulatory programs aimed to ensure a safe and healthful environment. Details of the pretreatment program are being developed for further consideration later.

ENVIRONMENTAL FINDING: Positive

FISCAL IMPACT: None-Agreement coordinates City/County programs to be developed.

BUDGET ACCOUNT #: _____

ATTACHMENTS: (list) Agreement on file with Manager/Engineering Services (Received by Clerk's Office 10-20-86)

Signatures of:
[Signature]
Submitting Department
[Signature]
Manager (Finance, Administration, Engineering, or Planning)

[Signature]
Legal

Finance

[Signature]
Wastewater Management
[Signature]
City Manager

COUNCIL ACTION:
AT ITS October 20, 1986
MEETING, THE SPOKANE CITY COUNCIL
DEFERRED CONSIDERATION OF THIS

MATTER FOR one week TO:
Monday, October 27, 1986
AT 7:00 P.M. IN THE COUNCIL CHBR.
Marilyn J. Montgomery
CMC, SPOKANE CITY CLERK

APPROVED & ADOPTED BY
SPOKANE CITY COUNCIL:

OCT 27 1986
Marilyn J. Montgomery
CITY CLERK

DISTRIBUTION AFTER COUNCIL ACTION:
WA State DOE
WA State Ofc of Community Affairs
Spokane Co. Health District
Environmental Affairs
WWTP
Legal
Spokane Co. Utilities/Dobratz
CCAF
Form # 568 Rev. 8-84

10/3/86

(changes shown)

CITY OF SPOKANE/SPOKANE COUNTY INTERLOCAL COOPERATION
INDUSTRIAL SEWAGE PRETREATMENT AGREEMENT

(Amendment #3, Interlocal Cooperation Agreement
of December 22, 1980)

THIS AGREEMENT made and entered into this 14 day of October, 1986, between the City of Spokane, a municipal corporation, hereinafter known as the City, and the County of Spokane, a political subdivision, hereinafter known as the County.

W I T N E S S E T H:

WHEREAS, the City owns and operates a wastewater treatment system; and

WHEREAS, the County has purchased wastewater treatment system capacity pursuant to the service agreement, dated December 22, 1980; and

WHEREAS, the City must develop and implement an industrial pretreatment program pursuant to conditions contained in its wastewater discharge permit (Permit #WA-002447-3) issued by the State of Washington Department of Ecology (Ecology), in compliance with Ecology Order #DE 85-689; and

WHEREAS, the County desires to continue to utilize the wastewater treatment system and to recognize and comply with its industrial pretreatment obligations under 40 CFR Part 403;

NOW, THEREFORE, in consideration of the following terms and conditions, City and County agree:

1. AMENDMENT

This agreement may be referenced as City/County Wastewater Management Agreement, Amendment #3, Industrial Sewage Pretreatment. It amends and incorporates by reference the December 22, 1980, City/County Wastewater Management Agreement, as amended.

2. PURPOSE; INDUSTRIAL USER

A. This agreement recognizes a continuing cooperative relationship between the City and County of Spokane, to coordinate local and regional wastewater treatment needs, including development and implementation of a wastewater pretreatment program mandated by federal, state and local regulatory agency requirements and in accord with State Department of Ecology requirements, 40 CFR Part 403, and related laws.

B. The parties agree, subject to this agreement and applicable laws, that the County is responsible to develop and enforce its pretreatment program, ordinance, regulations and permits; PROVIDED, such program will be substantially equivalent to the City's program, ordinance, regulations and permits; and PROVIDED FURTHER, that the City may conduct inspections, monitor said program, test County discharge sources, and review any records, permits, or files related to the pretreatment program in the event federal, state or local regulations require the same and the County does not perform such tasks.

C. As used in this agreement, "industrial user" refers to a utility customer or premises connected to the City or County sewer system as defined in the City's pretreatment ordinance, and in accord with City practice. It also includes any significant discharge source designated as such by the City Director of Wastewater Management. PROVIDED, HOWEVER, in the event "City practice" or designation by the City Director of Wastewater Management is more restrictive than EPA or WDOE definitions, they shall be binding on the County only with its agreement.

3. PRETREATMENT PROGRAMS; ORDINANCES

A. In conformance with Washington State of Department of Ecology Order #DE 85-689, the City is in the process of adopting and implementing a pretreatment program, including a regulatory ordinance, implementing regulations, and adoption of utility service contract modifications and rate adjustments with City customers.

B. Within the time frames as established by WDOE, the County agrees to have adopted and put in force a substantially similar pretreatment ordinance as that of the City, and implementing regulations. For any City amendments or changes thereafter, the County will ((~~initiate consideration of~~)) enact such amendments or changes within ((~~ninety (90) days~~)) time frames established by the WDOE.

C. Within similar time periods, the County agrees to consider, adopt and implement utility service contract modifications, rates and related matters, as deemed necessary by the County, etc., to accomplish a pretreatment program substantially similar to the City's program.

D. This agreement shall not apply to matters outside the legal regulatory or contractual powers of the City or County or matters in contradiction of the requirements of any applicable law or order of the State Ecology Department or other lawful regulatory agency.

4. OTHER JURISDICTIONS; INDUSTRIAL USERS

For industrial users or other significant wastewater discharge sources, as defined in EPA or WDOE regulations, using the

County sewer system but located in other jurisdictions, the County agrees either to:

A. negotiate a City pretreatment compliance contract similar to this agreement and in compliance with state and federal law with said other jurisdiction; or

B. contractually impose industrial discharge permit requirements developed as part of the County pretreatment program and in compliance with state and federal law directly upon said industrial users or designated discharge source.

5. RECORDS AND FILES; INSPECTIONS

A. All County files, ordinances and records developed or related to this agreement shall be freely open to inspection and copying by the City Director of Wastewater Management ((and the County appoints)). Said Director ((as its agent)) ~~to may~~ inspect, take samples or tests, or conduct other monitoring activities as he/she deems necessary to assure compliance with this agreement and any ordinance or program relating thereto.

B. Any authorized officer or employee of the City may enter and inspect, at no cost, at any reasonable time, any part of the sewer system of the County for the purpose of determining compliance with pretreatment requirements. "No cost," for the purpose of this section, means the County shall not impose any charge. It does not mean that the County shall be liable for any expenses incurred by the City. The right of entry and inspection shall include access to public streets, above and below ground, and easements and property within which the affected system is located. Additionally, the City shall be permitted, as appropriate and, upon reasonable notice to the County and the private owners, to enter onto private property to inspect sewage discharges. The right of inspection shall include on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing and access to (with the right to copy) all pertinent compliance records located on the premises of the industrial user or other significant discharge source identified by the City Director of Wastewater Management.

C. The County Utilities Director shall furnish, as requested, the City Director of Wastewater Management, free of charge, copies of County ordinances, applicable regulations, as adopted and amended, other interjurisdictional agreements, each industrial waste discharge permit acceptance form issued, and any contract entered into for the purposes of industrial or other sewage or waste control which may be required for the City to meet required federal, state, or local regulations and monitor compliance with this agreement. The County shall provide the City access to and copies of, if requested, all industrial or other pretreatment disclosure forms, industrial or other monitoring reports, including 40 CFR, Section 403.12 compliance reports, self-monitoring reports, baseline reports, records of violations and actions taken, and any other monitoring or reporting require-

ments imposed by federal, state, or local health regulations. These records and other relevant information shall be maintained by the County for City inspection for at least three (3) years.

6. CITY REMEDIES.

A. Where the Director of Wastewater Management determines that the County has not adopted or implemented a pretreatment ordinance/program consistent with this agreement or has failed to satisfactorily implement or enforce the requirements established thereunder, or has otherwise failed to perform this agreement, he may issue a written notice to the County Utilities Director, specifying the nature of the default and any proposal to correct the same. The notice shall specify a reasonable compliance schedule.

B. Should the County fail to perform in accord with the notice within the time specified, the City may proceed to accomplish the terms thereof, at the County's expense and liability; PROVIDED, HOWEVER, if the County fails to agree with the written statement, it may appeal the same to a ((board of arbitration, mutually selected)) mutually selected arbitrator. For convenience, both parties will accept an Ecology official from WDOE designated by the Department as arbitrator.

C. In addition, if the Director of Wastewater Management determines that the County has failed or has refused to fulfill any federal, state, or local regulations concerning pretreatment obligations, or that any County industrial user or other significant discharge source identified by the City is violating the pretreatment ordinance or program, and if the County has not fulfilled its obligations after having received due notice, then the City may develop and issue a remedial plan containing a description of the nature of the pretreatment deficiencies, an enumeration of necessary steps to be taken by the County, and a reasonable time schedule for attaining necessary compliance with all pretreatment requirements. The County agrees to timely implement such plans; PROVIDED, HOWEVER, if the County has appealed any matter discussed herein to the ((Board)) entity designated in subparagraph 6-B herein, it shall have no legal duty to comply with the plan unless its appeal is denied.

D. Should any utility customer fail or refuse to comply with the pretreatment ordinance and program, or with the remedial plan, either the County or the City may seek, where deemed necessary, injunctive relief against such discharge.

7. INDEMNITY.

The County shall indemnify the City for all loss, liability, damages, fines and costs incurred as a result of harmful industrial or other waste discharge from the County system of sewerage. The County shall reimburse the City for fines or costs stemming from injury to City personnel, damages to City facilities, disruption of treatment processes or operations, harmful

degradation of sludge quality, NPDES permit violations, and other air, water and sludge quality violations caused by industrial wastes received from the County's sewer system.

8. DANGER.

Where a discharge from the County or its customers to the City wastewater treatment system presents an imminent danger to the health and welfare of persons, or presents an imminent danger to the environment, or interferes with the operation of the wastewater treatment system, all in the judgment of the City Director of Wastewater Management, he may immediately initiate steps to identify the source of the discharge, and to halt or prevent said discharge. He may seek injunctive relief against outside jurisdictions and/or any industrial user or discharge source contributing to the emergency condition, and/or may pursue other remedies.

9. ADDITIONAL.

A. The County agrees to provide funds, personnel and resources as determined by the County as necessary to establish and enforce its pretreatment program.

B. The County agrees to develop and regularly update an Industrial User Survey similar to the City survey and notify the City of any significant changes regarding industrial dischargers subject to pretreatment within thirty (30) days of such change.

C. The City official in charge of administering the City's responsibilities herein is the City Director of Wastewater Management. The County official in charge of administering the County's responsibilities is the County Utilities Director. These persons function directly and through designees.

10. NOTICE.

The requirement of provision XI(D) of the original, December 22, 1980, contract to transmit notices by registered mail is modified to allow transmission by certified mail, in addition to any other permissible method.

11. TERM.

This agreement will remain in effect so long as the service agreement remains in effect. Termination of the service agreement shall also result in the termination of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their proper officers this 14 day of October, 1986.

Interlocal Cooperation Agreement - continued

SPOKANE COUNTY

By: [Signature]
Chairman, Board of County Commissioners

ATTEST

[Signature]
Clerk of the Board of Commissioners 86 0886

APPROVED AS TO FORM:

[Signature]
County Prosecutor

ADOPTED by the City Council October 28, 1986.

CITY OF SPOKANE

By: [Signature]
City Manager

ATTEST

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

AMENDMENT #3 AND PRIOR EXISTING CONTRACT APPROVED:

Department of Ecology
(RCW 39.34.050)

Office of Community Affairs
(If applicable, RCW 39.34.120)

R E S O L U T I O N

WHEREAS, the City of Spokane and the County of Spokane entered into a Wastewater Management Agreement on December 11, 1980, which agreement was amended on September 6, 1983; and

WHEREAS, the existing Waste Water Management Agreement between the City and County requires the County, at its expense, to provide for separation of the sewers in the Mallon and Trent Basins as required by the Washington State Department of Ecology to reduce flow in the Interceptor to permit discharge of sanitary sewage flows from the County's Valley Interceptor Sewer; and

WHEREAS, the County now wishes to be released from this obligation so as to allow County funds to be utilized for construction of portions of the Valley Sewer System; and

WHEREAS, the City expects to receive grants from the Washington State Department of Ecology for combined sewer overflow abatement, including certain grant funds released by Spokane County which may be reallocated to the City of Spokane;

NOW, THEREFORE, the City Council of the City of Spokane hereby resolves:

In the event that the grant funds released by the County of Spokane are reallocated to the City of Spokane by the Washington State Department of Ecology, the City hereby agrees to revise the terms of the existing Wastewater Management Agreement to relieve the County of Spokane of the obligation, as set forth in Paragraph 2(c) of Amendment No. 2, dated September 6, 1983, to separate the storm sewers in the Trent and Mallon basins to provide additional capacity in the City's River Interceptor, to allow discharge of sanitary sewage from the Spokane Valley into the City's sewer system.

RES 84-22
(OPR 81-1053)

Passed the City Council this 26th day of March, 1984.

Randyn J. Montgomery
City Clerk

Approved as to form:

James C. Rosen
City Attorney

Distributed by City Clerk's Office on 3/27/84 to:
Board of County Commissioners
Manager-Engineering
Director, Public Works
County Utility Engineer Wm. Dobratz
Manager-Finance

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
AMENDMENT TO THE CITY AND) R E S O L U T I O N
COUNTY WASTEWATER MANAGEMENT)
AGREEMENT)

WHEREAS, pursuant to the provisions of the Revised Code of Washington Section 36.32.120(6) the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of RCW Chapter 36.94, the Board of County Commissioners of Spokane County may sell, construct, own and operate a sewerage system within the unincorporated areas of Spokane County; and

WHEREAS, pursuant to the provisions of RCW Chapter 36.94, the Board of County Commissioners of Spokane County has entered into an agreement with the City of Spokane, pursuant to which under certain terms and conditions the County has acquired ten MGD of wet weather interceptor capacity from the City for service in the Spokane Valley; and

WHEREAS, the City of Spokane and County of Spokane desire to modify that agreement dated December 11, 1980 as amended by that document entitled "Amendment No. 1 dated August 17, 1982" which modification establishes the general modification requiring the tentative schedule for the construction and the responsibility for financing certain modifications to the City's existing sanitary and storm sewer system which modifications have been reviewed and accepted by the Washington State Department of Ecology;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County that either the Chairman of the Board of County Commissioners of Spokane County or a majority of the Board be and is hereby authorized to execute that document entitled "City and County Wastewater Management Agreement Amendment No. 2 dated August, 1983," pursuant to which the City of Spokane and County of Spokane will modify that document entitled "City and County Wastewater Management Agreement" dated December 11, 1980 as modified by that document entitled "Amendment No. 1" dated August 17, 1982, which amendment establishes the general modification required, tentative schedule for construction, and responsibility for financing changes within the existing City of Spokane Sanitary and Storm Sewer System to accommodate ten MGD of wet weather interceptor capacity for service to the Spokane County Valley by the County of Spokane, which modification has been reviewed and accepted by the Washington State Department of Ecology.

PASSED and ADOPTED this 6 day of September, 1983.

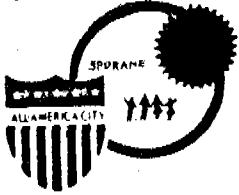
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

WILLIAM E. DONAHUE
Clerk of the Board

By: [Signature]
Deputy Clerk

[Signature]
[Signature]
[Signature]



RECEIVED

AUG 1 1983

CITY CLERK'S OFFICE
SPOKANE, WA

Date: September 6, 1983

TO: MAYOR AND CITY COUNCIL
 For Action
 For Information

RECOMMENDATION

- Approve
- Accept
- Deny
- Set Hearing Date
- For: _____
- Continue To: _____

AGENDA CATEGORY

- Hearing
- Report
- Contract Agreement
- Resolution Amendment
- Annexation
- Ordinance:
- Emergency _____
- 1st & 2nd _____
- Staff Report

Budget Account # _____

OPR 81-1053

AGENDA WORDING

Approve Amendment #2 to the City and County Wastewater Management Agreement.

BACKGROUND

See attached.

FISCAL IMPACT

Notification necessary to Spokane Valley Advisory Council? Yes _____ No X

ATTACHMENTS: (list) Amendment #2 (Document on file for review in the Office of the City Clerk.)

Submitting Department _____

Legal _____

Manager [Signature]
~~XXXXXX~~ Engineering, ~~XX~~
~~XXXXXX~~

Finance _____

City Manager [Signature]

FINAL DISPOSITION

APPROVED & ADOPTED BY
SPOKANE CITY COUNCIL:

SEP 06 1983

[Signature]
CITY CLERK

DISTRIBUTION DESIRED AFTER COUNCIL ACTION:

- Manager-Engineering
- Public Works
- Public Utilities
- County Utilities (Bill Dobratz)
- CCAF

14

CITY AND COUNTY WASTEWATER MANAGEMENT AGREEMENT

AMENDMENT #2
August 1983

OPR 81-1053

1. GENERAL

This amendment to the "City and County Wastewater Management Agreement" dated December 11, 1980, and Amendment #1 dated August 17, 1982 provides for the modification of the City's existing sanitary and storm sewer system to make available to the County an average of 10 MGD of wet weather interceptor capacity for service to the Spokane Valley.

The amendment establishes the general modification required, the tentative schedule for the construction, and the responsibility for financing such changes as previously reviewed and accepted by the Department of Ecology.

2. MODIFICATIONS REQUIRED

The modification to the City Regional Waste Treatment Plant and Sanitary & Storm sewer system will be based on the analysis presented in the Pre-Design Report for the Spokane Valley Interceptor, November 1982 and Addendum No. 1, July 1983 prepared by Bovay Engineers.

- a. The City agrees to modifications of the Hartson overflow structure proposed by the County to allow use of City interceptor as outlined in 2(b).
- b. The County may discharge Valley Interceptor flows into the Hartson system until the Valley Interceptor flows reach 1.6 MGD average or 4 cfs peak flow conditions, or the end of the DOE Grant period for the Valley Interceptor project, whichever occurs first. The Grant period is currently scheduled to end on April 1988. Prior to the established control date the County will construct a Valley Interceptor extension (36-inch diameter line) to the River Interceptor and the Valley Interceptor wasteflow will then bypass the Hartson System.
- c. The City will allow the County to utilize the existing 5 cfs of peak wet weather flow (PWWF) River Interceptor capacity until the Valley Interceptor flows approach 2 MGD average or 5 cfs peak. Prior to the County's Valley Interceptor flows reaching 2 MGD average or 5 cfs peak, the County and City will at County expense separate the storm sewers in the Trent and Mallon basins to provide 24 cfs of additional PWWF capacity in the River Interceptor.
- d. Upon completion of the separation of the Trent and Mallon basins, the City will use the 5 cfs PWWF capacity to reduce combined sewer overflows.

3. ENGINEERING DESIGN & FINANCING

The County will prepare engineering plans and specifications for approval by the City based upon the pre-design report approved by the City and the DOE and the above criteria. If the City expands the project to achieve additional City CSO project objectives, the County will participate in the project proportionate to the County's identified responsibility.

The County will be responsible for funding their portion of the project on the schedule identified.

In witness whereof, the parties hereto have caused this agreement to be executed by their proper officers on the 6 day of September, 1983.

SPOKANE COUNTY WASHINGTON

By 

Chairman

DATE: Sept. 13, 1983

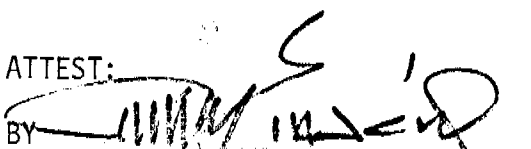
I HEREBY CERTIFY THIS IS A TRUE AND ACCURATE COPY OF THE ORIGINAL WHICH IS ON FILE IN THE OFFICE OF THE CITY CLERK.


Marilyn J. Montgomery

CITY CLERK

SEAL CITY OF SPOKANE
COUNTY OF SPOKANE
STATE OF WA.

ATTEST:


BY _____
APPROVED AS TO FORM:
PROSECUTING ATTORNEY

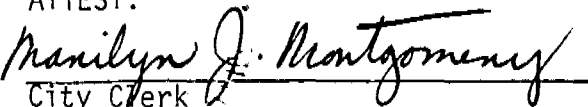
Adopted by the City Council of the City of Spokane, Washington at a lawful open public meeting thereof this 6th day of September, 1983.

CITY OF SPOKANE, WASHINGTON

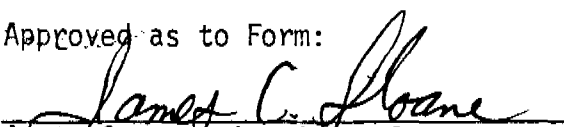
By 

Mayor Pro Tem

ATTEST:


Marilyn J. Montgomery
City Clerk

Approved as to Form:


James C. Hoane
Asst. Corporation Counsel



City of Spokane

86 0886

NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING)
AMENDMENT NO. 3 TO THE)
CITY/COUNTY WASTEWATER) RESOLUTION
MANAGEMENT AGREEMENT WITH)
RESPECT TO INDUSTRIAL)
SEWAGE PRETREATMENT)

WHEREAS, pursuant to the provisions of the Revised Code of Wash-
ington, Section 36.32.120(6), the Board of County Commissioners of
Spokane County has the care of County property and the management of
County funds and business; and

WHEREAS, pursuant to the provisions of Chapter 36.94 RCW and
Chapter 39.34 RCW, the City of Spokane and County of Spokane entered
into an Interlocal Cooperation Agreement, pursuant to which the County of
Spokane purchased certain sewage capacity from the City of Spokane; and

WHEREAS, pursuant to 40 CFR, Part 403, the City of Spokane, in
conjunction with its Wastewater Discharge Permit, is required to adopt
certain pretreatment programs for industrial users, which the City desires
the County likewise recognize and adopt in conjunction with its industrial
users; and

WHEREAS, the parties thereto have prepared an Amendment to the
Interlocal Cooperation Agreement dated December 22, 1980, between the
parties, which Amendment reduces to writing each parties obligation with
respect to industrial sewage pretreatment; and

WHEREAS, William R. Dobratz, Spokane County Utilities Director, has
recommended that the Board of County Commissioners execute the proposed
amendment agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Com-
missioners of Spokane County, that either the Chairman of the Board of
County Commissioners of Spokane County or a majority of the Board, be
and is hereby authorized to execute that document entitled "City of
Spokane/Spokane County Interlocal Cooperation Industrial Sewage Pre-
treatment Agreement - Amendment No. 3, Interlocal Cooperation Agreement
of December 22, 1980", pursuant to which, under certain terms and con-
ditions, the City of Spokane and County of Spokane will reduce to writing
the County's obligations in conjunction with complying with the industrial
pretreatment obligations under 40 CRF Part 403, with respect to their
utilization of the wastewater treatment capacity which the County pur-
chased from the City of Spokane.

BE IT FURTHER RESOLVED by the Board of County Commissioners of
Spokane County that the execution of such amendment agreement is a
procedural matter, having no substantive effect of the quality of the
environment, and accordingly, pursuant to WAC 197-11-800(20), is exempt
from the State Environmental Policy Act.

PASSED AND ADOPTED this 14 day of October, 1986.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

[Handwritten signatures of Board members]

John R. McBride

ATTEST:

WILLIAM E. DONAHUE,
Clerk of the Board

By *[Signature]*
Deputy Clerk



FILED
AUG 23 1982
CITY CLERK'S OFFICE
SPOKANE, WASH.

Date: August 23, 1982

TO: MAYOR AND CITY COUNCIL

- For Action
- For Information

AGENCY CATEGORY

- Hearing
- Report
- Contract
- Resolution
- Annexation
- Ordinance:
- Emergency _____
- 1st & 2nd _____
- Staff Report **OPR**

RECOMMENDATION

- Approve
- Accept
- Deny
- Set Hearing Date
- For: _____
- Continue To: _____
- Council Direction

Budget Account # _____

AGENDA WORDING

Approval of contract with County, 10 million gallons per day sewage treatment capacity

BACKGROUND

Legally, this contract is an addendum to the City--County wastewater management agreement approved in late 1980. I attach a summary of that agreement which we used in explaining it to the City Council at that time and a copy of a "jig saw puzzle" which I used to explain the various elements which need to fall in place for the area-wide wastewater management to be successful. I will use these visual aids on Monday evening to explain the City--County agreement further.

This addendum is the result of a number of meetings held between City and County staff in June and July. This memorandum will describe the goals of the two agencies of government, the issues which concerned us and the resolutions of those items.

The City's goals are to save the aquifer, not disrupt the County's valley sewer project, and get a fair return for our 10 million gallons per day capacity. The County's goals are different, but not necessarily antagonistic. They seek to avoid the cost and delay of constructing a new free-standing plant and avoid the development of additional sewer districts in the Valley. They want to pay a fair price for 10 million gallons per day

FISCAL IMPACT

Notification necessary to Spokane Valley Advisory Council? Yes No

ATTACHMENTS: (list) (2)

Submitting Department City Manager

Legal

Manager (Finance, Admin., Engineering, or Planning)

Finance

Troy L. Nash

City Manager

FINAL DISPOSITION

APPROVED & ADOPTED BY
SPOKANE CITY COUNCIL:

AUG 30 1982

M. J. Montgomery

CITY CLERK

DISTRIBUTION DESIRED AFTER COUNCIL ACTION:

Spokane County Commissioners
Public Utilities
General Accty.

15-1

capacity but also make that payment at a date in the future when their utility department is in a stronger financial condition than it is today, having many more customers than is presently the case.

Issues:

When would the County begin to pay for the capacity? The initial agreement of 1980 contains language under which it would terminate if the County has not taken action to hook-up valley service by 1985. We thus agreed to reserve this 10 million gallons capacity until 1985 for the County without a fee.

What is 10 million gallons per day worth? We negotiated several different items of cost and came upon a formula acceptable to both City and County staff. Under this formula we would take the 1978 construction cost of the plant, appreciate that cost to 1982 replacement value by using the Engineering News Record cost index for sewer plant construction, Then depreciate that price by applying a depreciation schedule. From that amount we would then deduct the federal and state funds which were available to the project and split the remaining local share on a 10/44 basis because 10 million gallons of the plant would be the County's proportionate usage. This formula sets a price for 10 million gallons per day capacity plus interceptor of \$5,779,709.

What is the pay-off period? The County anticipates having very few customers until 1985, then gradually increasing the number of customers on the system. Rather than burden the County with a heavy payment in years when it has few customers, we agreed to accept a 15 year pay-off period for the County's debt to the City with a gradually escalating portion of the payment being made each year. The County would pay to the City 1% for each of the first two years, 2% for each of the next two years, 4% for the fifth year. For years five through nine they would pay 8% on each of those years and for years 10 through 15 they would pay 10% for each of those years.

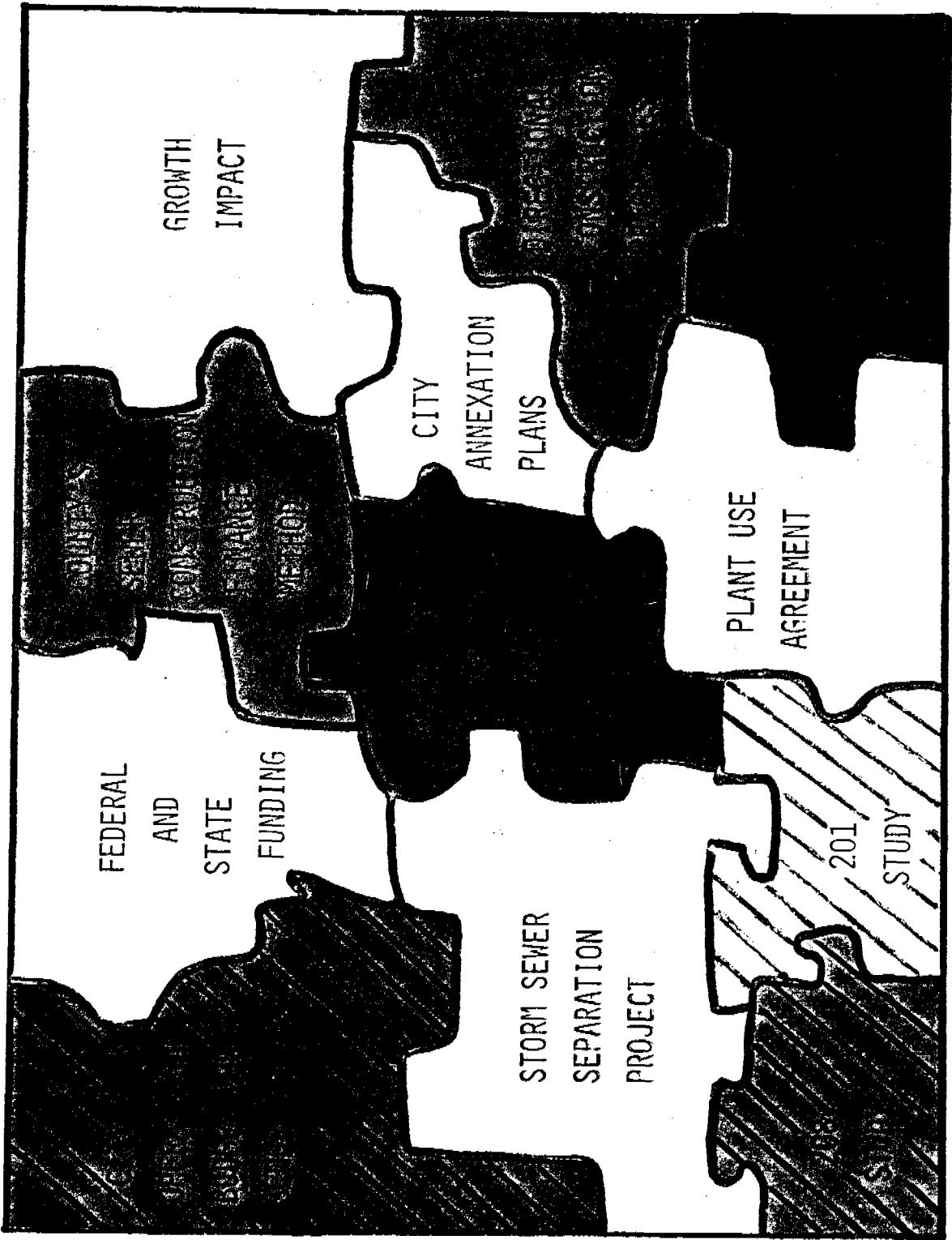
How is the City assured it will receive real dollars? City staff was concerned that 15 years hence the dollars we would receive from the County would be of much less value than today's dollars, unless the County agreed to some type of indexing. The Seattle implicit price deflator was thus used in the calculation of annual payments. If, for example, the price on a specific year to be paid to the City was \$300,000, and the implicit price deflator for that year was 7%, the County would pay us 107% of the calculated value, or \$321,000. In this way, applying that calculation each year, we are assured of receiving constant value dollars for this capacity.

Are there other rules that apply? The major other rule which will apply is the requirement that the County provide "Industrial pretreatment" for any effluent entering our plant from their system in violation of the EPA standards which would be deemed detrimental to the plant's operation.

Conclusion:

There is no right or wrong to negotiating this type of contract, and we are searching for that elusive method of determining a "fair price." Both staff of City and County feel that the pricing system we have settled upon meets both the City goals and the County goals. I will readily admit we have not received for the 10 million gallons capacity the maximum amount of money which it might bring in a different market. We have, however, other goals besides maximizing our return on this plant. The long-run benefit to all of the citizens of the Spokane area from this contract far exceeds that differential.

TJH/mk



City and County Wastewater Management Agreement

AMENDMENT #1

1. GENERAL

This amendment to the City and County Management Agreement dated December 11, 1980, provides for the acquisition cost and schedule for payment for County use of the City's interceptor system and waste treatment facilities as outlined in Section VI and VII of the Agreement.

This amendment also establishes the basic methodology of allocating costs between the City and County for modifications to the existing City facilities and for the expansion of those facilities.

2. ACQUISITION PROCEDURES FOR EXISTING FACILITIES

Supporting documentation and calculations for the County's acquisition costs of the City's Wastewater Treatment Plant and Interceptor Facilities established are on file at both the City and County Utilities Departments.

A. Wastewater Treatment Plant

<u>Acquisition Capacity</u>	10 MGD
<u>Acquisition Cost</u>	\$5,177,138 (Dec. 31, 1985 purchase cost)
<u>Payment Period</u>	15 years

B. INTERCEPTOR FACILITIES

<u>Location</u>	Interceptor lines from the intersection of Havana & Hartson to the City Sewage Treatment Plant
<u>Acquisition Cost</u>	\$602,571 (Dec. 31, 1985 purchase cost)
<u>Payment Period</u>	15 years

C. PAYMENT SCHEDULE

The payment schedule provides for a purchase price for the plant and interceptor identified in A. and B. above of \$5,779,709 on December 31, 1985. The County shall make the minimum annual payments for a fifteen (15) year period in accordance with the following schedule. The County, at its discretion, may accelerate the schedule. The annual payment made will be modified by the change in the Seattle Implicit Price Deflator (IPD). The base of the IPD will be January 1985 = 100. Each year the payment due will be increased by the percent (%) change from the January 1985 IPD until the full amount is paid as adjusted by the IPD.

Payment Schedule

<u>Date</u>	<u>% of Total Acquisition</u> (Minimum Amount)	
12/31/85	1	\$ 57,797
12/31/86	1	57,797
12/31/87	2	115,594
12/31/88	2	115,594
12/31/89	4	231,188
12/31/90	8	462,376
12/31/91	8	462,376
12/31/92	8	462,376
12/31/93	8	462,376
12/31/94	8	462,376
12/31/95	10	577,971
12/31/96	10	577,971
12/31/97	10	577,971
12/31/98	10	577,971
12/31/99	10	577,975
		<u>5,779,709</u>

D. ACQUISITION OF ADDITIONAL INTERCEPTOR CAPACITY

Acquisition of additional interceptor capacity from the City will be established at the time the City's sewage treatment plant requires expansion from 44 MGD. The same general principles used to develop the interceptor acquisition costs outlined herein, will be utilized to establish future capacity costs.

- E. The Wastewater Utility Advisory Committee provided for in Article VIII of the December 11, 1980 Agreement shall review this payment schedule in 1985 and at least every three years thereafter to recommend modification, if any, to achieve the objectives of the CWMP.

3. MODIFICATION OF EXISTING CITY WASTEWATER TREATMENT PLANT

The following will be used by the City and County in allocating future costs associated with modifying or expanding the Regional Wastewater Treatment Plant.

- A. The existing Regional Wastewater Treatment Plant has a 44 MGD capacity. The City and County Agreement provides for 10 MGD of that capacity to be reserved for County use and the remaining 34 MGD for City use. Modifications to the existing plant to respond to existing water quality requirements will be shared on a proportionate basis based on the ratio of 10 MGD to 34 MGD.
- B. Expansion of the 44 MGD plant to approximately 62 MGD is anticipated and defined in the City's Facility Plan. At the time expansion is considered, the County and City will independently determine their future treatment plant capacity needs. The expansion costs will be allocated based upon the County and City's respective share of the total expansion volume. Each utility will be responsible for arranging for financing of their respective share, unless other joint arrangements are made.
- C. If water quality conditions require that seasonal land disposal or other capital facility improvements are necessary, in addition to the expansion of the existing facility from 44 MGD to 62 MGD, and provided that the additional treatment is only specified for flows in excess of 44 MGD, then the same proportionate financing responsibility, as identified in paragraph B, will prevail.
- D. Operation and maintenance cost will be allocated based upon the actual flow as specified in the Agreement. If the operation and maintenance cost is assignable to a specific unit process, i.e., land disposal, the O&M allocation for that unit process will follow the proportionate allocation of capital cost assignments.

E. The cost of special Water Quality Monitoring Studies and/or in-lake treatment of algae in lieu of capital improvement programs, will be based upon the benefits received. Any reduction in capital improvement costs will equate to benefits that can be allocated as discussed in paragraph D. If the benefits received are associated with O&M, the cost will be incorporated into the rate structure and allocated according to proportionate flow measures.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers on the 17 day of August, 1982.

SPOKANE COUNTY, WASHINGTON

By John R. McBride
Chairman

Attest:

By Deanne L. Montgomery
Deputy

Approved as to Form:

Prosecuting Attorney
James L. ...
Deputy

Adopted by the City Council of the City of Spokane, Washington, at a lawful open public meeting thereof this 30th day of August, 1982.

CITY OF SPOKANE, WASHINGTON

By James E. Chase
MAYOR

ATTEST:

Manilyn J. Montgomery
City Clerk

Gregory A. Smith
Ass't City Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING)
AN AMENDMENT TO THE CITY/)
COUNTY WASTE WATER MANAGEMENT) R E S O L U T I O N
AGREEMENT)
)

WHEREAS, pursuant to the provisions of the Revised Code of Washington Section 36.32.120(6) the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of RCW Chapter 36.94, the Board of County Commissioners of Spokane County may construct, operate and maintain sewage systems within Spokane County; and

WHEREAS, pursuant to the provisions of RCW Chapter 39.34 two or more public entities may jointly cooperate between each other to perform functions which each may individually legally perform; and

WHEREAS, pursuant to the above cited statutory sections, the City of Spokane and County of Spokane executed an Interlocal Cooperation Agreement which agreement provides for the acquisition by Spokane County of 10 million gallons per day of waste water treatment capacity at the City's waste water treatment plant as well as the County's use of the interceptor facilities of the City of Spokane; and

WHEREAS, the City of Spokane and County of Spokane have now mutually negotiated the acquisition costs to be paid by the County of Spokane to the City for 10 million gallons per day of treatment plant capacity and the use of the City's interceptor facilities;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County that either the Chairman of the Board of County Commissioners of Spokane County or a majority of the Board be and is hereby authorized to execute that document entitled "City and County Waste Water Management Agreement, Amendment No. 1," pursuant to which under certain terms and conditions the City of Spokane and County of Spokane will mutually agree on the acquisition costs and schedule of payments for the County's use of the City's interceptor system and waste water treatment facilities in conjunction with the County's sewer project.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Spokane County that an environmental impact document has already been prepared in conjunction with the Spokane Valley Sewer Interceptor project, which environmental document has been considered and reviewed by the Board of

County Commissioners in conjunction with the execution of this amendment agreement.

PASSED and ADOPTED this 17 day of August, 1982.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

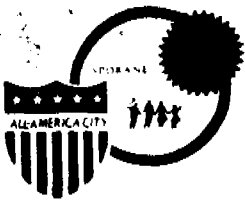
John R. McBride
Robert J. Leonard
Frank Johnson

ATTEST:

WILLIAM E. DONAHUE
Clerk of the Board

By:

Sumner Montague
Deputy Clerk



RECOMMENDATION

AGENDA CATEGORY

- Approve
- Accept
- Deny
- Set Hearing Date
- For: _____
- Continue To: _____

- Hearing
- Report
- Contract
- Resolution
- Annexation
- Ordinance:
- Emergency _____
- 1st & 2nd _____
- Staff Report

Date: December 9, 1980

FILED
DEC 10 1980
CITY CLERK'S OFFICE
SPOKANE, WASH.

TO: MAYOR AND CITY COUNCIL

- For Action
- For Information

Budget Account # 395-30-2

AGENDA WORDING

Proposed City-County Wastewater Management Agreement.

BACKGROUND

For several months the city staff has been negotiating with the County and the 201 Study Consultants to arrive at an acceptable City-County wastewater management agreement. A copy of the result is attached for Council's examination and comment. We propose to review this at the briefing of Dec. 15, providing you an opportunity to think it through for at least another week, with action coincidental with that of the County Commissioners' later in the month. The agreement itself is neither lengthy nor overly complicated, but I have provided also the attached summary.

This agreement will have a substantial impact on the future growth dynamics on the Spokane area. The wastewater management question is analogous to a jig-saw puzzle, as depicted on the attached picture. The 201 Study and the 208 Study have been completed for all practical purposes, and the Council recently took action on the sewer rate to assure the long-range fiscal strength of our utility. The other questions fit together roughly as depicted on the puzzle. The County faces critical questions on the priorities for sewer construction, the method of financing that sewer construction, the relationship between sewer construction and land use plans, the proposed Milwaukee Railroad right-of-way acquisition, and other questions. We will be in a position to assist the

FISCAL IMPACT

Notification necessary to Spokane Valley Advisory Council? Yes No

ATTACHMENTS: (list)

TLN
 Submitting Department
 City Manager

[Signature]
 Legal

COUNCIL ACTION OF DECEMBER 15, 1980:
 That this matter be placed again for consideration on the Council's Agenda for Monday, December 22, 1980

[Signature]
 CITY CLERK

 Manager (Finance, Admin., Engineering, or Planning)

 Finance

[Signature]
 City Manager

FINAL DISPOSITION

APPROVED & ADOPTED BY
 SPOKANE CITY COUNCIL:

DEC 22 1980

[Signature]
 CITY CLERK

DISTRIBUTION DESIRED AFTER COUNCIL ACTION:

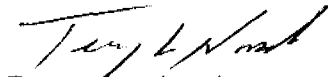
- Board of County Commissioners
- County Utility Engineer Wm. Dobratz
- City Mgr. - Engineering
- City Director of Public Utilities
- City Manager - Finance

Agenda Data Sheet
Wastewater Management Agreement
December 9, 1980

page 2

County and should take steps to establish a strong liaison with the County Commissioners on all these questions, since they have direct impact on the City of Spokane. In other words, this agreement opens up a major arena of city-county cooperation which will take an increasing amount of City Council attention.

Respectfully Submitted,



Terry L. Novak
City Manager

jp

19
13-2

CITY AND COUNTY WASTEWATER MANAGEMENT AGREEMENT

395-30-2

I. PARTIES.

A. This agreement is between the City of Spokane, hereinafter "City," and County of Spokane, hereinafter "County."

II. PURPOSE. The purpose of this agreement is to:

A. Provide for the collection and treatment of wastewater flows throughout Spokane County.

B. Establish criteria and guidelines to be followed for extending sewer service to unserved areas in the City and County in accordance with the Comprehensive Wastewater Management Plan developed by the City and County, the requirements of the Environmental Protection Agency and Department of Ecology for Facilities Plan, and the findings and goals of the 208 Water Quality Management Program.

C. Recognize the use of the existing City wastewater treatment plant and interceptor system as a regional facility service.

D. Expand the City Wastewater Utility Service Area beyond the existing City boundaries.

E. Define specific geographical areas of responsibility between the parties for development of service beyond the current system use.

F. Not alter current independent responsibilities for operation of existing facilities.

III. REPRESENTATIONS.

A. City

1. It has excessive capacity at the existing wastewater treatment plant, available for regional service.

2. It has capacity to provide now, and in the future, both dry weather sewage conveyance and treatment capacity up to a maximum of 10 MGD to provide for the first phase of the County's wastewater treatment capacity needs in accordance with the EPA/DOE approved CWMP.

3. The existing system and site is capable of being expanded to 66 MGD through a combination of facilities enlargement and/or reduction or elimination of stormwater inflow.

B. County

1. It is in imminent need of sewage conveyance and treatment capacity to serve the WWMA.

2. Its interest is based on the unincorporated areas of the Spokane County Wastewater Utility Service Area not identified as the City WWUSA

3. The County will not collect stormwater for treatment by the RWWTP.

IV. DEFINITIONS. (Partial Listing)

A. EPA/DOE approved Spokane County Comprehensive Wastewater Management Plan (CWMP) shall mean the plan developed by the City of Spokane and Spokane County in accordance with provisions of Section 201 of the Federal Clean Waters Act. The CWMP prepared by Economic & Engineering Services, Inc. fulfills the requirements of the Step I Facilities Planning Requirements of EPA and DOE, the state planning requirements for sewer utilities, as outlined in WAC 173, and the County Services Act Requirements, as outlined in RCW 36.94.

B. Spokane County Wastewater Management Area (WWMA) shall mean the area representing the urbanizing area of Spokane County, including and surrounding the City of Spokane. The WWMA includes the geographical area that may require an integration of public utility service to protect the area's water resources. The area is designated by the approved CWMP as the 201 planning area and coincides with the External Boundary of the Spokane County Coordinated Water System Plan as designated through the Public Water System Coordination Act.

C. Wastewater Utility Service Area (WWUSA) shall mean that area covered by a specific wastewater utility for the purpose of planning, constructing, operating and managing all public facilities or programs necessary to ensure the satisfactory disposal of wastewaters within its area. This shall include the responsibility for public sewers and the management of individual wastewater disposal systems. Nothing contained herein shall be construed to limit the City's power and authority to form local improvement districts based on the drainage area of the sewage system. The area enclosed within the bold border of Exhibit A is identified as and defines the City WWUSA.

D. MGD shall mean million gallons per day.

E. City Interceptor System shall mean those pipes and facilities necessary to convey sewage from the point of connection described in paragraph V. C. to RWWTP.

F. Sewage shall mean sanitary sewage only, consisting of domestic commercial and industrial wastewater which does not contain prohibited or as defined in the City side sewer ordinance nonstandard sewage as defined in the City of Spokane Sewer Code as hereafter adopted and passed by City.

G. Regional Wastewater Treatment Plant (RWWTP) shall mean the City's wastewater treatment plant located along the Spokane River.

H. Wastewater utility or sewer utility shall mean the administrative department whose sole purpose is to design, construct, and operate the facilities required to collect and treat sewage.

V. GENERAL RESPONSIBILITIES OF CITY AND COUNTY.

A. The County will be responsible for the design, financing, construction and operation of the publicly owned wastewater collection, conveyance and processing facilities necessary to deliver wastewater to the City interceptor system, except as hereafter provided.

B. The City and County shall have joint approval over design of equalization basins, related pumping equipment and metering, monitoring and controls and other incidental facilities necessary to integrate flows into the City interceptor system.

C. The County will deliver wastewater intercepted in their WWUSA to predetermined connection points on the City interceptor system. The initial connection points are identified in the approved CWMP. Future or alternative connection points will be based on system capacity.

D. The City will be responsible for conveying all wastewater from the predetermined points of connection to the RWWTP. The City will be responsible for the operation of the RWWTP as specified by NPDES permit requirements and other state or federal requirements.

E. A uniform program for pre-treatment requirements, exclusion of inflow and infiltration, control of strong waste criteria, a sewer use ordinance, an equitable sewer user charge distribution system shall be established in accordance with the NPDES permit and/or other applicable state or federal laws. Each utility will be responsible for implementing the requirements within their WWUSA. The City will be responsible for enforcement of the program and in the event the County fails or refuses to implement the requirements the City may implement same and bill for its services rendered. If the County fails to obtain EPA approval of its sewer use ordinance and an equitable sewer user charge distribution system the City's EPA approved ordinance and system shall be used.

F. The cost of operation and maintenance of the City sewer utility shall be based on the EPA approved sewer use ordinance and equitable sewer user charge distribution system. The cost of operation and maintenance of that portion of the City system providing service to the County WWUSA shall be identified and shall be the basis of the formula the City uses to develop the user charge for the County. Included in this cost should be all labor, materials, administrative, legal, engineering, and other necessary operational expense of the sewer utility.

G. City user charge schedule for the County Customer Class shall be submitted to the Utility Advisory Committee by July 1 of each year. The Advisory Committee shall review the proposed rate schedule and make appropriate recommendations to the two legislative boards within 30 days. The rate shall be effective on January 1 following adoption by the City.

If new charges are not submitted, the use charges for the preceding year shall remain in force and effect. Routine financial reports on expenses and revenues of City facilities shall be provided to the Board of County Commissioners through the Advisory Committee.

H. The County shall obtain an appropriate state wastewater discharge permit for all connections to the City system.

VI. CITY WASTEWATER FACILITY CAPACITY.

A. Existing Interceptor System.

1. The approved CWMP identifies the initial points of connection of City and County systems. Future points of connection will be identified by the City.

2. County will provide a schedule and projected wastewater flow for each point of connection to the City facilities. This schedule will be for five years and updated annually.

3. County wastewater flow will be intercepted and integrated into City WWUSA flow during low flow periods. Operational control of the flow from County shall be responsibility of the City.

B. Existing Regional Wastewater Treatment Plan.

1. The City established the available dry weather flow (DWF) capacity of the existing RWWT as 44 MGD. The design of the interceptor and equalization basins in the County WWUSA will provide for retention of flows for release during dry periods of available conveyance and treatment capacity.

2. The City will reserve a maximum of 10 MGD to provide for the first phase of the County's wastewater treatment capacity needs in accordance with CWMP. The County will purchase this reserve capacity right.

C. Future Interceptor and Wastewater Treatment Plant Capacity.

1. Expansion of the City interceptor system and RWWT will be based on capacity deficiencies and will be expanded when required to meet the City and County projections of future flow contributions as provided for in Section VI A 2.

VII. USER CHARGE SYSTEM.

The County shall bear its reasonable and fair share of the interception and treatment of County sewage in the City's interception and treatment facilities based on the EPA approved sewer use ordinance and equitable sewer use charge distribution system.

County Class of Service rate schedule shall be based on an allocation of the cost of operating the City sewer utility proportionate to the County flows in facilities used to provide service to the County and allocated in accordance with the following formula:

COUNTY CLASS OF SERVICE USER CHARGE ELEMENTS

I. Operation and Maintenance

- a) Treatment Plant Expense (Proportionate to flow at
RWWTWP headworks)
- b) City Interceptor Cost (Proportionate to flow at
RWWTWP headworks)
- c) Equalization Basin Cost

II. Capital Facility Debt Service

- a) Reserve Capacity Acquisition (10 MGD - Plant &
Interceptors)
- b) Future Capacity Expansion (As Determined)

Proportionate flow between the City and County system will be determined by actual measurement of flow at the points of connection between the County's and the City's sewer system and allocated proportionately to the volume of flow at the RWWTWP headworks, adjusted by volume of storm water flow not subject to biological treatment. The ratio of average annual flow between the County contribution and the total average annual flow of the City system shall determine the allocation of cost in the County's user charge rate schedule unless provided for otherwise. Costs associated with strong waste shall be allocated in accordance with the City's sewer ordinances.

VIII. WASTEWATER UTILITY ADVISORY COMMITTEE.

A three-member committee consisting of one individual from the City, one from the County, and one private citizen selected by the other two, shall serve as an advisory board for reviewing the County customer class rate schedule and providing other coordination as requested by the City and the County.

IX. LIABILITY.

A. This agreement has no relation to any operations conducted by either party individually or as a joint venture with others.

Liability of the County for the City's operation shall be shared in proportion to volumetric flows, including the equalization basins, unless such operation is performed maliciously and in bad faith.

B. Costs attributed to liability for either party within the WWUSA shall be the sole responsibility of that party.

X. INSURANCE.

The City shall procure such insurance as it deems advisable to cover its facilities. The cost shall be paid through the EPA approved user charge system.

XI. GENERAL.

A. Maintenance of Records.

Both entities shall make available to each other or the Washington State Auditor or other federal or state agency or their respective duly authorized representatives, at any time during their normal business hours, all records, books or pertinent information which each party shall have kept in conjunction with this agreement.

B. Assignment.

Both parties hereto agree that neither may assign any interest in the agreement without the express written consent of the other party.

C. Waiver.

No officer, employee or agent or otherwise of the City or County have the power, right or authority to waive any of the conditions or provisions of this agreement. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either the County or City to enforce any time any of the provisions of this agreement or to require at any time performance by the other of any provision hereto shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this agreement or any part hereof, or the right of either to hereafter enforce each and every such provision.

D. Notices.

All notices called for or provided for in this agreement shall be in writing and must be served on any of the parties either personally or by registered mail, return receipt requested, at their respective addresses hereinabove given. Notices sent by registered mail shall be deemed served when deposited in the United States mail postage prepaid.

E. Headings.

The article headings in this agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to and shall not be deemed to define, limit or extend the scope or intent of the captions to which they appertain.

F. All Writings Contained Herein.

This agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

XII. PERIOD OF AGREEMENT.

A. Duration. This agreement shall be of indefinite duration except as provided herein.

B. Amendment. Modification or amendment of the agreement shall not occur without the concurrence of the parties.

C. Termination. This agreement may not be terminated without the concurrence of both parties except as provided herein.

D. In the event the County is unable to obtain firm financial commitments for meeting the first five year goal set forth in the approved CWMP, or a modified phased program thereof, by January 1, 1983, this agreement shall terminate automatically.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers on the 22 day of December, 1980.

SPOKANE COUNTY, WASHINGTON

By Jerry C. Kopet
Chairman

Harry M. Larned
Ronald Christensen

Attest: Clerk of the Board

By Deanne Montague
Deputy

Approved as to Form:

Prosecuting Attorney

By James Mason
Chief Civil Deputy

CITY OF SPOKANE

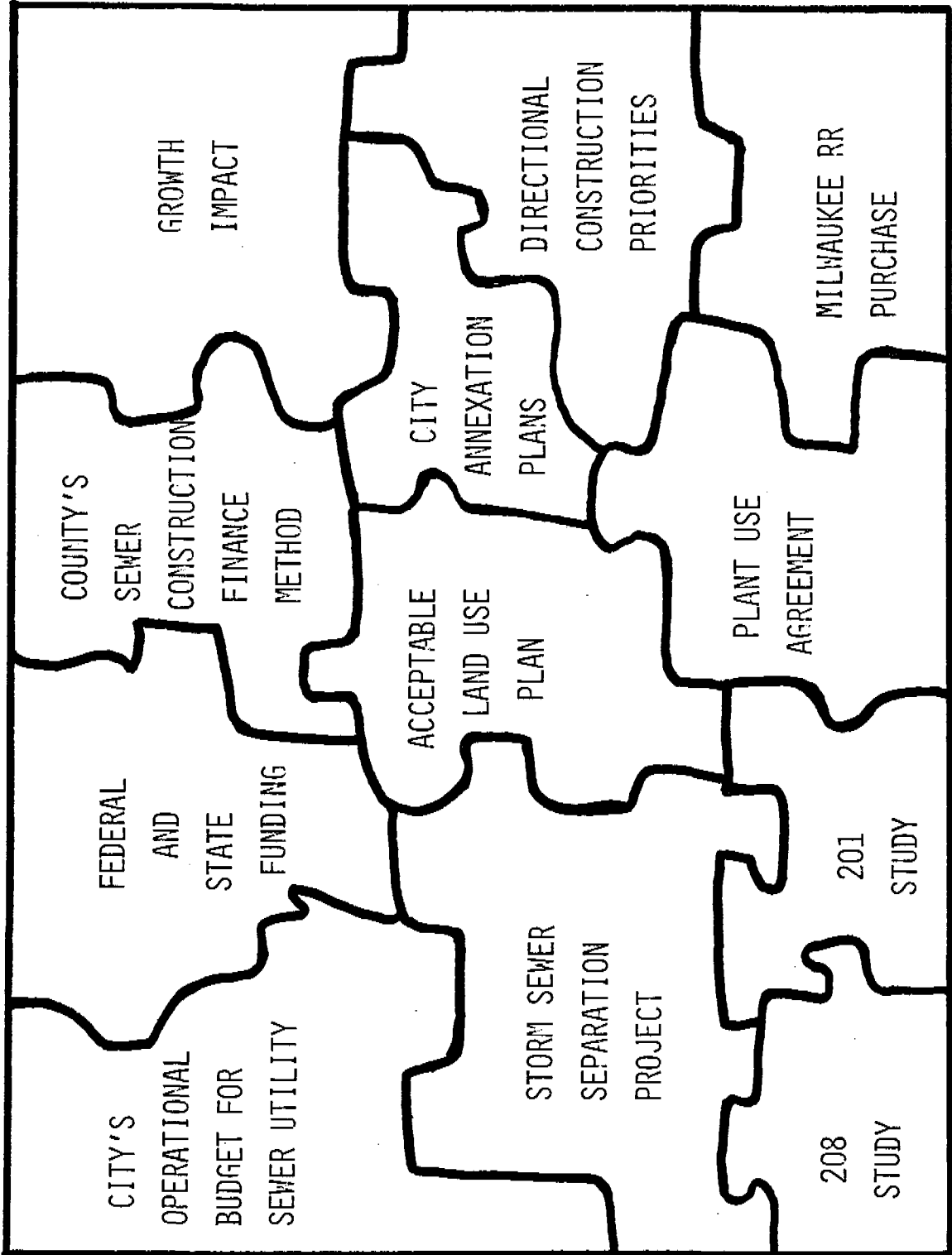


By Terry L. Wank
City Manager

Attest: Therilyn J. Montgomery
City Clerk

Countersigned:
Victor J. Cole
Director of Finance

Approved:
[Signature]
Assistant Corporation Counsel





FILED
APR 25 1979
CITY CLERK'S OFFICE
SPOKANE, WASH.

Recommendation

- Approve
- Deny
- Set Hearing
- _____

Agenda Category

- Hearing
 - Report
 - Contract
 - Resolution
 - Annexation
 - Ordinance
 - Staff Report
 - Agreement _____
- City/County
395-30-2 ✓
620-51-1

Date: April 25, 1979

TO: MAYOR AND CITY COUNCIL

- For Action
- For Information

AGENDA WORDING

City/County agreement for the preparation of a comprehensive wastewater management plan.

BACKGROUND

See attached letter.

ATTACHMENTS: (list)

Submitting Department

Legal

gaj 25 Apr 79
Manager (Finance, Admin, Engineering, or Planning)

Finance

gaj T.N.
City Manager

FINAL DISPOSITION

APPROVED & ADOPTED BY
SPOKANE CITY COUNCIL:

April 30, 1979
Maubyn J. Montgomery
CITY CLERK

DISTRIBUTION

Manager-Engineering
Director, Pub Util
Manager-Finance
County Commissioners
County Utilities (w/m. Dobratz) 14-1

By: *Beverly J. Dixon*
Deputy City Clerk
FORM #568

GLEN A. YAKE, P.E.
ASSISTANT CITY MANAGER - ENGINEERING

ROGER JAMES, P.E.
DIRECTOR OF PUBLIC UTILITIES



FILED
APR 25 1979
CITY CLERK'S OFFICE
SPOKANE, WASH.

April 25, 1979

City Council
City of Spokane, WA

There is transmitted herewith an agreement between the City and County of Spokane which sets forth a joint City/County role for the preparation of a comprehensive wastewater management plan for the Spokane urban area and surrounding area of influence.

Please recognize that the City Council has previously acted, by Council action, that we would cooperate with the aforementioned plan and that we would financially support it to a maximum contribution of \$5000.00. The former commitment was not in the configuration of a formalized agreement and therefore, the Department of Ecology which is supplying the major funding ask that the attached agreement be accomplished to formalize the understanding between the City and County. The agreement does that, it does commit the City to certain accomplishments and certain opportunities to take part in the development of the plan, the County is the administering agency and the primary work will be carried out by contract between consultants and the County with information contribution on the part of the City and with the opportunities for attendance and influence.

The amount of City/County contribution is likely to be slightly more than what was originally intended and the City's contribution may reach \$6000.00.

It is recommended that the City Council approve the agreement, authorize the appropriate officials of the City to sign it in the City's behalf, and authorize the amount of City contribution to be up to \$6000.00.

Very truly yours,

Roger James, P.E.
Director, Public Utilities

Glen A. Yake, P.E.
Manager-Engineering
Terry L. Novak
City Manager

GAY:ajg

395-30-2
620-51-1

AGREEMENT

FOR PREPARATION OF A COMPREHENSIVE WASTEWATER
MANAGEMENT PLAN FOR THE SPOKANE URBAN
AREA AND SURROUNDING AREA OF INFLUENCE

This Agreement is entered into this 30th day of April, 1979 between Spokane County (hereinafter called COUNTY) and City of Spokane (hereinafter called CITY).

WITNESS

WHEREAS, the COUNTY and the CITY have both been involved in the study of alternatives to solve wastewater management problems associated with municipal and industrial wastewater, storm and combined sewer runoff, non-point pollutants and land use as it relates to water quality, impacts of wastewater treatment and disposal alternatives on a "sole source aquifer", financing and phasing of construction of wastewater treatment facilities, and the review of local government policies that affect the total urban environment on a problem or site specific basis and;

WHEREAS, the COUNTY and the CITY have signed a seven point agreement dated June 20, 1978 and confirming letters dated November 17, 1978 (County) and December 21, 1978 (City) that identifies their intent to cooperate and jointly fund a study that will outline the wastewater management needs of the urban area of the County and;

WHEREAS, It is the intent of the COUNTY and the CITY to develop a Comprehensive Wastewater Management Plan (hereinafter called PLAN) that identifies a facility plan for the County urban area and that will optimize the use of the existing CITY Advanced Waste Treatment Plant for COUNTY and CITY use and a management agreement between the CITY, COUNTY and other municipal agencies that will guide design, construction, and operation of future facilities consistent with applicable State and Federal Laws and;

WHEREAS, The COUNTY represents the area where most of the new facilities are needed to meet identified needs and has agreed to serve as the grantee, prepare the "Plan of Study" and submit an application to the Department of Ecology and the Environmental Protection Agency for a Step 1 grant of funds to conduct the study and;

WHEREAS, The City and County agree to utilize the results of the approved PLAN to guide their wastewater management programs to the maximum degree possible consistent with financial feasibility and local needs and priorities.

NOW, THEREFORE in consideration of terms, conditions and covenants and performance contained herein, the parties hereto agree as follows:

SECTION I - DESCRIPTION OF THE PROJECT

- A. Employment and Scope of Work - The COUNTY shall provide staff for administering personnel, funds, work program, consultants and other elements necessary in developing the PLAN. These services shall be performed by the Utilities Department (hereinafter called the "DEPARTMENT"), which shall be designated as the project administrator. The Scope of Work shall be based on the approved Plan of Study as outlined in Attachment A, attached hereto and incorporated herein.
- B. Area Covered - The COUNTY shall perform all necessary services provided under this contract in connection with and representing the area designated as the study area, fully described in Attachment A of this contract (hereinafter called "AREA").
- C. The Project - The project consists of completing an areawide wastewater management plan that will comply with and fulfill all the requirements of Section ²⁰¹~~94-28~~, as defined in P.L. 95:217, Cleanwater Act for the AREA.
- D. The Project Budget - The COUNTY shall perform, carry out and complete the project with all practical dispatch in a sound, economical and efficient manner, and shall comply with the provisions of this contract, all applicable federal, state and local laws and policies, procedures and requirements, which may be described by the Environmental Protection Agency (hereinafter called "EPA"), and/or the State Department of Ecology (hereinafter called "DOE"). The project budget shall be commensurate and equal to the total amount of funds authorized by the EPA, DOE and the County and City for the AREA.

SECTION II - ADMINISTRATION

- A. Project Management - The COUNTY shall assign personnel within the DEPARTMENT to administer the PROJECT.
- B. Plan Development - Upon approval of the necessary grant(s) for the preparation of the PLAN, the COUNTY may retain a consulting firm(s) (hereinafter called "CONSULTANT"), for purposes of performing all or part of the work. The applicant CONSULTANTS shall be screened and evaluated by the CITY and the DEPARTMENT, and recommendations for a CONSULTANT shall be made to the County Commissioners. CONSULTANT contracts shall specify work items to be performed by the CONSULTANT, in accordance with the Plan of Study. The DEPARTMENT shall administer

the contract with the CONSULTANT and shall supervise the CONSULTANT'S work. The work product of the CONSULTANT shall be subject to review and approval by the City and the County. Issues which cannot be mutually agreed upon will be submitted to the Review Committee for resolution.

- C. Changes - Changes to the Agreement may be made by mutual agreement of the parties hereto.
- D. Reports and Other Documents - The DEPARTMENT shall submit to the CITY such data reports, progress reports, records and other documents relating to the WORK specified herein, and as provided for in the WORK. The COUNTY will provide acceptable documentation in accounting procedures for documenting project expenses so as to be utilizable by City, EPA or DOE for audit purposes.
- E. Review Committee - It is understood that the COUNTY shall form a review committee (hereinafter called "COMMITTEE"), composed of technical staff or officials from component cities and the COUNTY. The composition and duties of the COMMITTEE shall be as stated in Chapter 36.94 of the Revised Code of Washington. The COMMITTEE also will be responsible to see that the Public Participation requirements of the Environmental Protection Agency are followed.
- F. No less often than once per month the CONSULTANT shall hold a status review meeting with the COUNTY and CITY to review progress on each work item including expenditures to date. The CITY will be informed in advance of any meetings between the COUNTY and CONSULTANT in order to attend any or all such meetings should the CITY choose to do so.
- G. The CITY will maintain a record of its management and administration costs and/or force account expenses and if appropriate and authorized by Spokane County submit the same for reimbursement.

SECTION III - PAYMENT

Maximum Payment - The CITY agrees to transfer to the COUNTY, subject to the approval of the COUNCIL, 50% percent (\$6,500⁰⁰) of the local share of the project costs. COUNTY agrees to pay 50% percent (\$6,500⁰⁰) of the local share of the Project costs and to administer such funds in accordance with this Agreement.

SECTION IV - CONTRACT PERIOD

A. This Agreement shall become effective upon EPA approving the grant for the PLAN.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of APRIL 30, 1979.

Ray W. Christensen
Ray W. Christensen, Chairman
Board of County Commissioners

Harry M. Larned
Harry M. Larned, Commissioners
Board of County Commissioners

Jerry C. Kopet
Jerry C. Kopet, Commissioners
Board of County Commissioners

Ron Bair
Ron Bair
Mayor
WASH

James E. Chase
James E. Chase
Mayor Pro-Tem

Wayne Guthrie
Wayne Guthrie
Council Member

Marilyn M. Stanton
Marilyn M. Stanton
Council Member

Roger K. Anderson
Roger K. Anderson
Council Member

J. Robert Andren
J. Robert Andren
Council Member

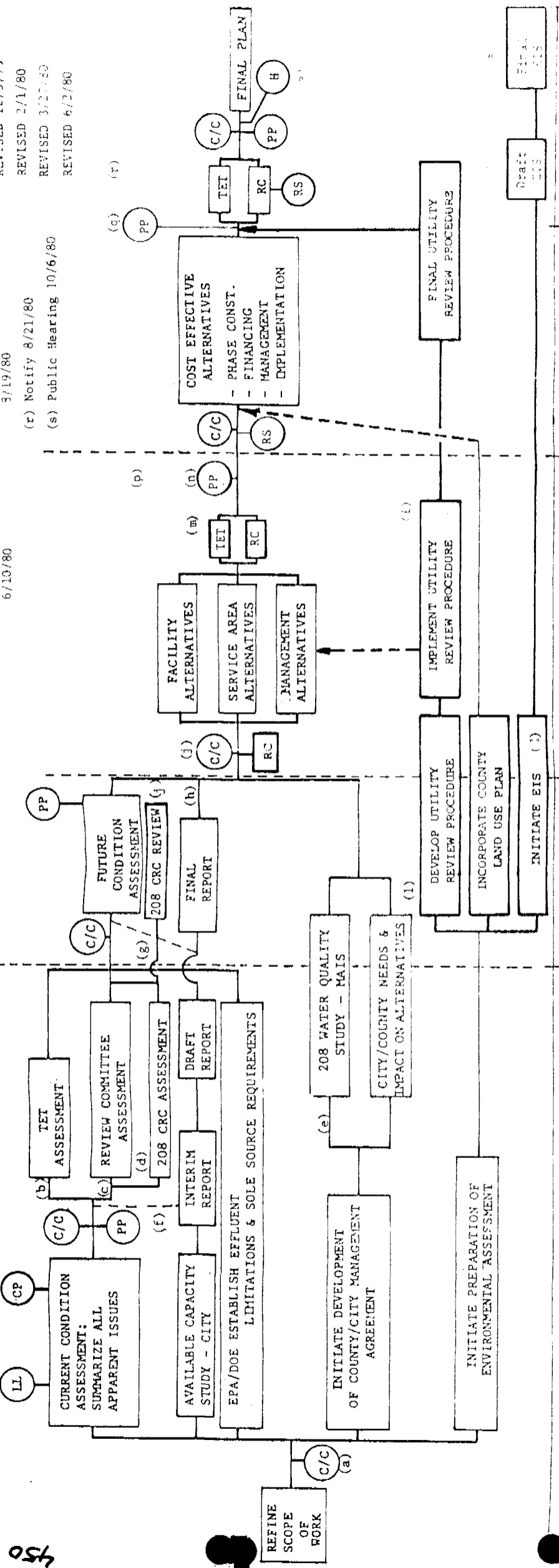
Martha T. Shannon
Martha T. Shannon
Council Member

Tentative Dates

- (a) 8/7/79
- (b) 9/10-11/79
- (c) 10/3/79
- (d) 11/20/79
- (e) 9/7/79
- (f) 10/1/79
- (g) 10/1/79
- (h) 12/26/79
- (i) 4/80
- (j) 12/18/79
- (k) 12/19/79
- (l) 1/7/80
- (m) 4/4/80
- (n) 6/19/80
- (o) Due 9/5/80
- (p) Notify 7/4/80
- (q) Public Meeting 3/19/80
- (r) Notify 8/21/80
- (s) Public Hearing 10/6/80

- REVISED 8/5/79
- REVISED 10/1/79
- REVISED 10/11/79
- REVISED 12/5/79
- REVISED 2/1/80
- REVISED 3/20/80
- REVISED 6/2/80

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8/7/79 10/1/79 12/26/79 4/80 12/18/79 12/19/79 1/7/80 4/4/80 6/19/80 9/5/80 7/4/80 3/19/80 8/21/80 10/6/80 6/2/80

PHASE I DEFINE CURRENT CONDITIONS & ISSUES

PHASE II DEFINE FUTURE NEEDS

PHASE III PLAN ALTERNATIVES

PHASE IV PLAN SELECTION & IMPLEMENTATION

PHASE V PLAN ADOPTION

PROJECT CONTROL CHART

**SPOKANE COUNTY
COMPREHENSIVE WASTEWATER
MANAGEMENT PLAN**

ECONOMIC AND ENGINEERING SERVICES, INC.

JULY 20 1979

*Submitted to
City Council 12/26/79 at
Spokane, WA
City of Spokane, Washington
M.J. City*

- PP = PUBLIC PARTICIPATION PROGRAM INPUT
- C/C = CITY/COUNTY JOINT INPUT
- RC = REVIEW COMMITTEE INPUT
- TET = TECHNICAL EVALUATION TEAM
- LL = LIBERTY LAKE INPUT
- CSO = CITY CSO PROJECT INPUT
- CP = 208 MANAGEMENT AGENCY IMPLEMENTATION STATEMENTS
- RS = SPOKANE COUNTY COMPREHENSIVE PLAN RESPONSIVENESS SUMMARY
- H = PUBLIC HEARING