

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF APPROVING AN)
INTERLOCAL SEWER SERVICE AGREEMENT)
WITH THE CITY OF MILLWOOD)

RESOLUTION

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

WHEREAS, pursuant to the provisions of RCW Chapters 36.94 RCW, Spokane County (hereinafter the "County") has the power to construct, operate, and maintain a system of sewerage within Spokane County consistent with the adopted Comprehensive Wastewater Management Plan (CWMP); and

WHEREAS, pursuant to RCW 36.94.190, the County and the City of Millwood (hereinafter the "City") 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 36.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and,

WHEREAS, the County currently owns and operates a general sewerage system, including in part interceptor and other sewerage facilities located within or adjacent to the City; and

WHEREAS, the City currently owns and operates a sanitary sewerage system; and

WHEREAS, pursuant an agreement between the County and the City executing in 1992, the City connected its sewerage system to the County's general sewerage system, and delivers wastewater intercepted and collected in the City's system into the County's system; and

WHEREAS, said agreement has now been in place for 30 years, and the terms of the agreement need to be updated; and

WHEREAS, it is estimated that the future average daily flow from the City of Millwood will not exceed 400,000 gallons per day; and

WHEREAS, the County has sufficient capacity available in its north Valley Interceptor sewer and sufficient treatment capacity to accommodate the City's current and future wastewater flows; and

WHEREAS, the City and the County have negotiated a new agreement providing for the continued acceptance of wastewater flows from the City's sewerage system to the County's general sewerage system pursuant to certain terms and conditions, including the City's agreement to 1) to pay the County's General Facilities Charge for all new connections, 2) pay equitable monthly Sewer Service Fees for the properties within the City utilizing the County's system through the City's sewerage system, and 3) establish and fund a pretreatment program substantially the same as the County pretreatment program;

No. 24 - 0447

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Spokane County, by signature of a majority of said Board or by its Chair on behalf of the Board, at other than an open meeting, approve the 2024 Interlocal Sewer Service Agreement between Spokane County and the City of Millwood, providing for the continued conveyance and treatment of wastewater from the City's sewerage system by the County through its general sewerage system on certain terms and conditions, including the City's agreement to 1) pay applicable General Facilities Charges, 2) pay equitable monthly Sewer Service Fees to the County for the properties currently connected and connecting in the future to the County's system through the City's sewerage system, and 3) establish and fund a pretreatment program substantially the same as the County pretreatment program.

PASSED AND ADOPTED this 23rd day of July, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

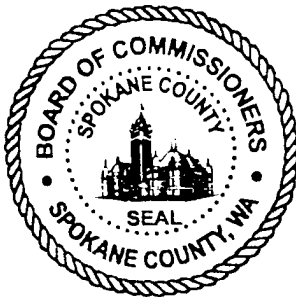

Mary L. Kuney, Chair


Josh Kerns, Vice-Chair

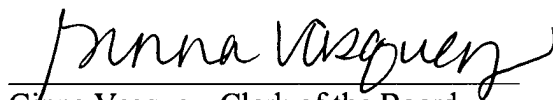

Al French, Commissioner


Amber Waldref, Commissioner


Chris Jordan, Commissioner

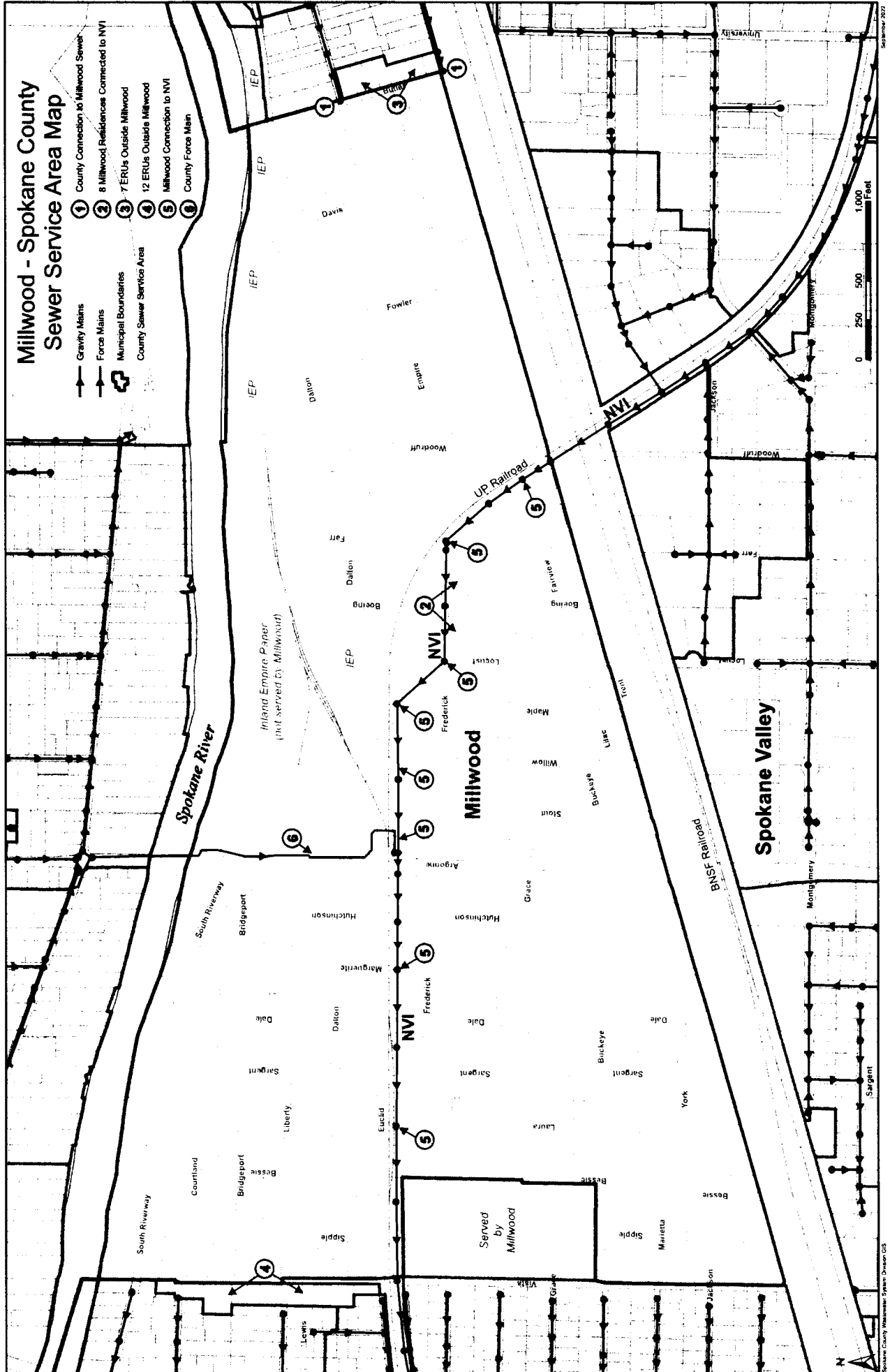


ATTEST:


Ganna Vasquez, Clerk of the Board

Millwood - Spokane County Sewer Service Area Map

- Gravty Mains
- Force Mains
- Municipal Boundaries
- County Sewer Service Area
- County Force Main
- ① County Connection to Millwood Sewer
- ② 8 Millwood Residences Connected to NVI
- ③ 7 ERUs Outside Millwood
- ④ 12 ERUs Outside Millwood
- ⑤ Millwood Connection to NVI
- ⑥ County Force Main



Millwood County Wastewater Services Agreement 2024

EXHIBIT B

Proposed Treatment Rate:

- 2024 - \$2736.89/MG
- 2025 - \$3010.58/MG
- 2026 - \$3311.64/MG
- 2027 - \$3642.80/MG
- 2028 - Rate based on blended rate calculation. Variable each year thereafter.

Proposed Treatment Rate per Millwood ERU:

- 2024 - \$14.24
- 2025 - \$15.66
- 2026 - \$17.23
- 2027 - \$18.95
- 2028 - \$20.58 Estimated. Rate Based on blended rate calculation. Variable each year thereafter.

Proposed Wastewater Treatment Plant Charge per Millwood ERU (WTPC):

- 2024 - \$4.00
- 2025 - \$8.00
- 2026 - \$12.00
- 2027 - \$16.00
- 2028 - \$18.11 Estimated. Rate based on County WTPC discounted by 10%. Variable each year thereafter.

INTERLOCAL AGREEMENT BETWEEN
SPOKANE COUNTY AND THE CITY OF
MILLWOOD FOR WASTEWATER SERVICES

THIS INTERLOCAL AGREEMENT, made and entered into by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at West 1116 Broadway, Spokane, Washington 99260 (herein referred to as the "County"), and the City of Millwood, having offices for the transaction of business at East 9103 Frederick, Spokane, Washington 99206, (hereinafter referred to as the "City"), jointly hereinafter referred to as the "Parties".

WITNESSETH

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 Chapter 36.94 RCW, Spokane County has the power to construct, operate, and maintain a system of sewerage within Spokane County consistent with the adopted Comprehensive Wastewater Management Plan (CWMP); and

WHEREAS, pursuant to RCW 36.94.190, the County and the City 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 36.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, the County currently owns and operates a general sewerage system, including in part interceptor and other sewerage facilities located within or adjacent to the City; and

WHEREAS, the City currently owns and operates a sanitary sewerage system, serving the properties within the City of Millwood; and

Whereas, the City's sewerage system is connected to the County's general sewerage system, and delivers wastewater intercepted and collected in the City's system into the County's system; and

WHEREAS, the County will continue to provide wastewater conveyance and treatment services to the City, subject to certain terms and conditions; and

WHEREAS, it is estimated that the future average daily flow from the City of Millwood will not exceed 400,000 gallons per day; and

WHEREAS, the County anticipates that it has sufficient capacity available in its interceptor and treatment facilities to accommodate the City's current and future wastewater flows;

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Parties do mutually agree as follows:

SECTION 1: TERMINATION AND REPLACEMENT OF PREVIOUS AGREEMENT

The Parties agree that the execution of this Agreement by the Parties will result in the termination of the Interlocal Agreement between the Parties date November 3, 1992.

SECTION 2: GENERAL RESPONSIBILITIES OF COUNTY AND CITY

A. The City shall be responsible for the design, financing, construction, maintenance, repair, operation and replacement of its City-owned sewerage collection and conveyance facilities.

B. The County agrees not to impose restrictions on hourly or daily variations in flow rates at any City connection to County facilities.

C. The City shall deliver wastewater intercepted within its utility service area to the established connection points in the County's general sewerage system shown on attached Exhibit A. Additional or alternative connection points not shown on Exhibit A shall be subject to County review and approval. Operational control of the flow from the City once it enters the County's system shall be the sole responsibility of the County.

D. The County shall be responsible for receiving, conveying, treating and disposing of City's wastewater, in the quantities hereinbefore estimated, which enters the County's general sewerage system at the connection points described in paragraph C above. The County shall be responsible for operation and maintenance of its general sewerage system.

E. The County and the City shall operate and maintain their respective sewerage systems in compliance with all applicable laws, regulations and permits.

F. The County's general sewerage system is connected to the City's system at the two locations along the City's easterly corporate boundary shown on Exhibit A. The sewers upstream of these connection points serve County customers in the areas indicated on Exhibit A.

Additional County sewer service area shall not be routed to connection points on the City's system without the City's approval, and any modifications to the City's system to accommodate additional County service area shall be made at the sole expense of the County.

SECTION 3: RATES AND CHARGES

A. The underlying basis for the County's sewer rates is the Equivalent Residential Unit (ERU). One ERU is assigned to each single-family residence, and one ERU is assigned to each of the two dwelling units of a duplex. Multi-family structures are assigned 0.7 ERUs for each dwelling unit. One ERU is assigned to commercial accounts for each 800 cubic feet per month of water use, with a minimum of one ERU per account, and partial ERUs assigned to the nearest one-tenth.

B. The City shall pay General Facilities Charges (GFCs) to the County, on an ERU basis, pursuant to the rate schedule in effect and specified in Chapter 8.03 of the Spokane County Code, as amended, for all new and/or increased wastewater flows connected through the City's sewerage facilities to the County's general sewerage system, including the payment of additional GFCs applicable to any subsequent changes in use or intensity of use on connected properties. The City shall

submit a monthly report to the County by the 15th day of each month listing and detailing all new or additional GFC amounts accruing from the previous month for those properties connected to the County's sewerage facilities. The County shall review the monthly report and bill the City for all applicable GFCs during the first week of the following month. Payment shall be due from the City by the end of the second month following such billing and shall be considered delinquent if unpaid thereafter.

C. The City shall also be responsible for paying monthly Sewer Service Fees to the County for sewer service provided. Monthly fees shall consist of two components; 1) Wastewater Treatment Fee based on the effective blended rate (cost per million gallons) paid by the County for operation of the Spokane County Regional Water Reclamation Facility (SCRWRF) plus the wastewater treatment charges at City of Spokane Riverfront Park Water Reclamation Facility (RPWRF), plus a ten percent (10%) surcharge, and 2) the Wastewater Treatment Plant Charge (WTPC), per ERU, as set forth in Chapter 8.03.2153 of the Spokane County Code. The WTPC fee will be discounted by 10% for Millwood ERU's. Monthly Sewer Service Fees, comprised of these two components, shall be paid for each connection to the City's sewerage system.

The Wastewater Treatment Fees portion (which includes the 10% surcharge payable by the City) shall be deemed to include all labor, materials, energy, administrative, legal, engineering, biosolids disposal and other necessary maintenance and operational expenses incurred by the County in connection with this Agreement.

The volume of wastewater upon which the City's Wastewater Treatment Fee portion of the Monthly Sewer Service Fees shall be based shall be the sum of the following two volumes:

- (1) Monthly Residential Wastewater Flow Volume shall be determined on an ERU basis, and in accordance with the County's ERU assignment rules for residential structures. Each ERU shall be deemed to represent and contribute 171 gallons per day or 5,202 gallons per month (695 cubic feet per month).
- (2) Monthly Non-residential Wastewater Flow Volume shall be determined using the ERUs assigned. One ERU shall represent and contribute 5,202 gallons per month (695 cubic feet per month). Assignment of ERUs will be on the basis of metered water volume provided to users; Provided, the average metered water volume provided to users during the period of December 31 through April 30 of each calendar year shall be used to calculate water volume generated during the irrigation season. (In some cases, a special water meter reading period(s) may be used to estimate wastewater production for particular users, as reasonably agreed to by the County. In special cases, measurement of actual wastewater flow may be utilized, as reasonably agreed to by the County.)

The City's WTPC portion of the monthly Sewer Service Fees shall be determined by multiplying 90% of the County's monthly WTPC rate per ERU by the total number of ERUs.

The Parties agree the Monthly Sewer Service Fees shall be subject to good faith renegotiation based on the presentation of evidence or information from the City demonstrating a reduction in water consumption by the City or other considerations warranting a reduction in the Monthly Sewer Service Fees. Any such revised Monthly Sewer Service Fees shall be reflected in a written amendment consistent with Section 10(b) of this Agreement.

D. The City shall submit a monthly report to the County by the 15th day of each month detailing the total ERUs in residential and non-residential categories during the previous month for all properties connected to the County's sewerage facilities. The County shall review the monthly report and during the first week of the following month bill the City for the applicable Sewer Service Fees. Monthly Sewer Service Fees payable to the County by the City shall be due within 30 days of billing and shall be considered delinquent if unpaid thereafter.

E. Delinquent charges shall bear interest at the rate of eight percent (8%) per annum, and a ten percent (10%) penalty shall be added if not paid within ninety (90) days of billing. The County may, for reasons of administrative convenience, waive any interest and penalty charges that accrue on delinquent charges.

F. Should the County be required to pay a tax to a third party on the amounts paid by the City pursuant to this Agreement, the County shall add the amount of the tax to the City's billings and the City shall pay the tax to the County.

G. The Monthly Wastewater Treatment Fees and WTPC Fees shall be implemented over time to help residents adjust to the additional fees. The fees will be phased in per the schedule shown on Exhibit B.

SECTION 4: PRETREATMENT REQUIREMENTS

A. The City shall establish and implement a uniform program for pre-treatment requirements, exclusion of inflow and infiltration, control of strong waste criteria, a sewer use ordinance, and an equitable sewer user charge distribution system, all in accordance with the County's pretreatment ordinance, and the County's pretreatment requirements. Each utility (County and City) shall be responsible for implementing and enforcing such requirements within their respective sewer service areas.

B. The City shall submit its programs, policies and regulations to the County, who shall review and approve the same for compliance with the requirements of this Agreement. The County shall also have authority to enforce the program for the City in the event the City fails or refuses to implement or enforce the same after reasonable notice and bill the City for necessary services rendered therefore. The County shall notify the City of any future revisions to County pretreatment requirements necessitated by changes in federal, state or local laws or regulations.

C. Subject to this Agreement and applicable laws and regulations the City shall develop and enforce its pretreatment program, ordinance, regulations, penalties and permits; PROVIDED, such program shall be substantially equivalent to the programs, ordinances, regulations and permits adopted by the County regarding pretreatment; and PROVIDED FURTHER, that the County may conduct inspections, monitor said programs, test City 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 City does not perform such tasks.

D. The City agrees to adopt and put in force a substantially similar pretreatment ordinance as that of the County, and implementing regulations. For any revisions to the County ordinance, the City

shall adopt corresponding revisions to its pretreatment ordinance within time frames established by the Washington State Department of Ecology (DOE).

E. Within time frame established by the DOE, the City shall consider, adopt and implement utility service contract modifications, rates and related matters, as deemed necessary by the City to establish a pretreatment program substantially similar to the County's program.

F. The provisions of this Agreement regarding pretreatment shall not apply to matters outside the legal regulatory or contractual power of the parties, and shall not contradict the requirements of any applicable law or order of the DOE or other regulatory agency with jurisdiction.

G. For industrial users or other significant wastewater sources, as defined in U.S. Environmental Protection Agency (EPA) or DOE regulations, using the City's public sewerage system but located outside the City's corporate limits the City agrees to contractually impose industrial discharge permit requirements, developed as part of the City's pretreatment program and in compliance with state and federal law, directly upon said industrial users or designated discharge source. "Industrial user" refers to a utility customer or premises connected to the County's or the City's sewerage system, as defined in the County's pretreatment ordinance, and in accord with County practices. Such term also includes any significant discharge source designated as such by the County; PROVIDED, HOWEVER, if the designation of a utility customer or premises as industrial user by County practice or by the County is more restrictive than under EPA or DOE definitions, such designation shall be binding on the City only with its consent.

H. The City shall obtain an appropriate state wastewater discharge permit for all connections to the County's system, if required by the DOE.

I. Resources. The City shall provide funds, personnel and resources reasonably determined by the County as necessary to establish and enforce its pretreatment program.

J. Industrial User Survey. The City shall develop and regularly update an Industrial User Survey similar to the County's survey and notify the County of any significant changes within thirty (30) days of such change.

SECTION 5: RECORDS, FILES AND INSPECTIONS

A. All City files, ordinances and records developed or related to this Agreement shall be freely open to inspection and copying by the County. The County may inspect, take samples or tests, or conduct other monitoring activities deemed necessary to assure compliance with this Agreement and any ordinance or program related thereto.

B. Any authorized officer or employee of the County may enter and inspect, at no cost, and at any reasonable time, any part of the City's sewerage system, for the purpose of determining compliance with pretreatment requirements. "No cost", for the purposes of this section, means the City shall not impose any charge, but the City shall be liable for reasonable expenses incurred by the County in determinations of compliance. The right of entry and inspection shall include access to public streets, above and below ground, and to easements and property within which the system is located. The County shall additionally be permitted, as appropriate, and upon reasonable notice to the City and the private owners, to enter upon private property to inspect sewage discharges. The County's right of inspection shall include on-site inspection of pretreatment and sewerage 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 County.

C. The City shall, at the request of the County, and at no cost, furnish copies of the following documents which may be required for the County to meet required federal, state, or local regulations, or to monitor compliance with this Agreement, City ordinances, applicable regulations, as adopted and as later amended, other interjurisdictional agreements, all industrial waste discharge permit acceptance forms issued, and any contract entered into for the purposes of industrial or other sewage or waste control. The City shall similarly provide the County access to and copies of, at no cost, 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, record of violations and actions taken, and any other monitoring or reporting requirements imposed by federal, state or local health or environmental regulations. Such records and related information shall be maintained by the City for inspection by the County for at least three (3) years.

D. Both The County and the City shall make available to each other, the Washington State Auditor, or other federal or state agency, or their duly authorized representatives, at any time during their normal business hours, all records, books or pertinent information which the City or County shall have kept in conjunction with this Agreement; PROVIDED, this shall not apply to records which are relevant to a controversy to which the City or the County is a party but which records would not be available to an opposing party (including, without limitation, the City or the County) seeking discovery of such records under the rules of pretrial discovery for causes pending in superior court.

SECTION 6: COUNTY REMEDIES

A. If the County determines that the City 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/she may issue a written notice to the City, specifying the nature of the deficiency and any proposal to correct the same. The notice shall specify a reasonable schedule for compliance.

B. Should the City fail to perform in accordance with the notice within the time specified, the County may proceed to fulfill the terms thereof, at the City's expense and liability; PROVIDED, HOWEVER, if the City fails to agree with the written notice, it may appeal the same to a mutually accepted arbitrator, whose decision shall be final and binding. If no agreement regarding choice of arbitrator can be reached, the parties shall accept an official from the DOE designated by that agency as arbitrator. The City's appeal shall be denied unless the City provides written notice to the County of its desire to appeal the notice of deficiency within thirty (30) calendar days of the City's receipt of the notice of deficiency from the County.

C. If the County determines that the City has failed or refused to fulfill any federal, state or local laws or regulations concerning pretreatment obligations, or that any industrial user or other significant discharge source into the City's system identified by the County is violating the pretreatment ordinance or program, and if the City does not fulfill its obligations after receiving a notice of deficiency from the County, the County may develop and issue a notice to the City of a remedial plan containing a description of the pretreatment deficiencies, an enumeration of steps needed to be taken by the City to resolve the deficiencies, and a reasonable time schedule for attaining needed compliance with all pretreatment requirements. The City agrees to timely implement and accomplish

such plan; PROVIDED, HOWEVER, the City shall not be required to comply with such plan if the City timely notifies the County of its intent to appeal any such matter to the arbitrator provided for above and the City's appeal is subsequently upheld by the arbitrator.

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

SECTION 7: EMERGENCY ACTION

Where, in the judgement of the County, a discharge to the County's system from the City's system or from the City's system or from its customers presents an imminent danger to the health, safety and welfare of any person, or an imminent danger to the environment, or interferes with the operation of the County's sewerage system, the County may immediately initiate steps to identify the source of the discharge, and to halt or prevent said discharge. The County may further seek injunctive relief against any industrial user or discharge source contributing to the emergency condition, and/or pursue any other legal remedies available.

SECTION 8: INDEMNITY AND LIABILITY

A. The City hereby indemnifies for and holds the County harmless from all loss, liability, damages, fines and costs incurred by the County or third parties and resulting from harmful industrial or other waste discharge from the City's system of sewerage. The City shall also reimburse the County for all fines or costs stemming from injury to County personnel, damage to County facilities, disruption of treatment processes or operations, harmful degradation of sludge quality, National Pollutant Discharge Elimination System (NPDES) permit violations, and any air, water or sludge quality violations; caused by harmful industrial or other waste discharge received from the City's system.

B. The County hereby indemnifies for and holds the City harmless from all loss, liability, damages, fines and costs incurred by the City, or third parties as a result of harmful industrial or other waste discharge from the County's system of sewerage which is not the result of or caused by harmful industrial or other waste discharge from the City's system of sewerage. The County shall also reimburse the City for all fines or costs stemming from injury to City personnel, damage to City facilities, disruption of operations, and any air or water quality violations caused by harmful industrial or other waste discharge received from the County's system which is not the result of or caused by harmful industrial or other waste discharge from the City's system of sewerage.

C. Each party hereby indemnifies for and holds harmless the other for all liability, claims, damages and costs, including reasonable attorney fees, which result from or arise out of the negligence or fault of such party.

SECTION 9: GENERAL

A. Assignment. Neither party may assign any interest in this Agreement without the express written consent of the other party; PROVIDED, the County may contract with third parties to administer and enforce the County's rights, responsibilities and powers under this Agreement regarding the City's pretreatment program, and the City may contract with third parties to administer and enforce the City's pretreatment responsibilities, rights and powers under this Agreement; PROVIDED FURTHER, any such contracts executed with third parties shall not relieve the Parties of

any of their respective duties, responsibilities or liabilities under this Agreement, nor limit the right of either party to enforce its rights and powers under this Agreement.

B. Waiver. No officer, employee or agent of the City or the County has 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 at any time any of the provisions of this Agreement or to require at any time performance by the other of any provisions shall not 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.

C. 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 or certified mail, return receipt requested, at their respective addresses hereinabove given. Notices sent by registered or certified mail shall be deemed served when deposited in the United States mail postage prepaid.

D. 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 nor shall they be deemed to define, limit or extend the scope or intent of the captions to which they apply.

E. 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 the Parties hereto.

SECTION 10: PERIOD OF AGREEMENT

A. Duration. This Agreement shall remain in effect through December 31, 2029. The City shall have the option to renew this Agreement for two (2) periods of five (5) years each on the same terms and conditions as set forth herein. Should the City desire to exercise any such renewal of this Agreement, the City shall give written notice of intent to the County of its intention to renew at least ninety (90) calendar days in advance of the expiration of the initial term or any renewal term, as applicable. Thereafter, the Parties may extend the period of the Agreement, with or without modification for specified additional periods, as may be mutually agreed.

B. Amendment. No modification or amendment of this Agreement shall be effective unless executed in writing with the same formalities attendant to execution of this Agreement.

C. Termination. This Agreement may not be terminated without the concurrence of both Parties, agreed to in writing and executed with the same formalities attendant to execution of this Agreement. Upon termination, each party shall retain their own property and facilities.

SECTION 11: ADMINISTRATION

The Parties hereby designate the Spokane County Public Works Director as the administrator of this Agreement for the County and the City's Mayor as the administrator for the City.

SECTION 12: AGREEMENT BINDING OF SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the County and the City.

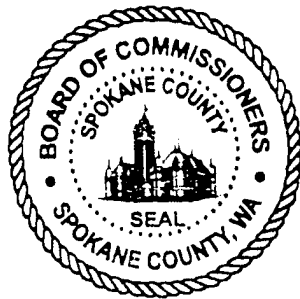
IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed below.

PASSED AND ADOPTED this 23rd day of July, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kunes
Mary L. Kunes, Chair

Josh Kerns
Josh Kerns, Vice-Chair



ATTEST:

Al French
Al French, Commissioner


Amber Waldref
Amber Waldref, Commissioner

Linna Vasquez
Linna Vasquez, Clerk of the Board

Chris Jordan
Chris Jordan, Commissioner

DATED this 9th day of July, 2024.

CITY OF MILLWOOD, WASHINGTON


Kevin Freeman, MAYOR

ATTEST:

Debb Marken
Signer ID: K00U41FG11...
City Clerk

**Millwood - Spokane County
Sewer Service Area Map**

- Gravity Mains
- Force Mains
- Municipal Boundaries
- County Sewer Service Area
- County Connection to Millwood Sewer
- 8 Millwood Residences Connected to NVI
- 7 Units Outside Millwood
- 12 ESUs Outside Millwood
- Millwood Connection to NVI
- County Force Main

The map shows the Millwood area situated between the Spokane River to the west and the BNSF Railroad to the east. The city of Millwood is centrally located. A network of sewer mains and force mains is depicted, with several numbered points (1-9) indicating specific locations or connections. Key roads shown include South Broadway, Bluff Street, Liberty, and others. The map also indicates the location of the Spokane River and the BNSF Railroad.

0 250 500 1,000 Feet

Millwood County Wastewater Services Agreement 2024

EXHIBIT B

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Proposed Wastewater Treatment Plant Charge per Millwood ERU (WTPC):

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Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: *Public Works*

CONTACT PERSON: *Louis Graf*

PHONE NUMBER: *509-477-7290*

CHECK TYPE OF MEETING BELOW: **BELOW FOR CLERK'S USE ONLY:**

☒ Regular Legislative Session Agenda

Clerk's Resolution No.

24 - 0447

Approved:

Majority/Unanimous

Denied:

Majority/Unanimous

Renews/Amends No.

Public Works No.

Purchasing Dept. No.

AGENDA TITLE (please provide a reasonably descriptive agenda title for this item): In the matter of updating the Interlocal Agreement between Spokane County and the City of Millwood for Wastewater Services.

DESCRIPTIVE SUMMARY (please provide anticipated fiscal and budgetary information & reason for request): The 1992 Interlocal Agreement between Spokane County and the City of Millwood laid out the framework for cost sharing and responsibilities related to wastewater treatment, conveyance and pretreatment. The proposed update to the ILA includes provisions for Millwood to start paying the Wastewater Treatment Plant Charge, changes the wastewater treatment rate to a 'blended' rate based on costs to treat wastewater at SCRWRP and RPWRP. These charges will be increased annually until Millwood customers pay 100% of the rate. A termination clause will also be added for a duration of 15 years. The 1992 ILA does not have a termination clause.

FISCAL IMPACT (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable): N/A.

REQUESTED BOARD ACTION (if any): Authorize the Chair or a majority of the Board to execute this agreement at other than a public meeting.

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item:
Spokane County Prosecuting Attorney's Office.

This Item will need to be codified in the Spokane County Code: No

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: *Public Works*

CONTACT PERSON: *Louis Graf*

PHONE NUMBER: *509-477-7290*

CHECK TYPE OF MEETING BELOW: **BELOW FOR CLERK'S USE ONLY:**

☒ Regular Legislative Session Agenda

Clerk's Resolution No.

24 - 0447

Approved:

Majority/Unanimous

Denied:

Majority/Unanimous

Renews/Amends No.

Public Works No.

Purchasing Dept. No.

AGENDA TITLE *(please provide a reasonably descriptive agenda title for this item:* In the matter of updating the Interlocal Agreement between Spokane County and the City of Millwood for Wastewater Services.

DESCRIPTIVE SUMMARY *(please provide anticipated fiscal and budgetary information & reason for request):* The 1992 Interlocal Agreement between Spokane County and the City of Millwood laid out the framework for cost sharing and responsibilities related to wastewater treatment, conveyance and pretreatment. The proposed update to the ILA includes provisions for Millwood to start paying the Wastewater Treatment Plant Charge, changes the wastewater treatment rate to a 'blended' rate based on costs to treat wastewater at SCRWRP and RPWRP. These charges will be increased annually until Millwood customers pay 100% of the rate. A termination clause will also be added for a duration of 15 years. The 1992 ILA does not have a termination clause.

FISCAL IMPACT *(please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable):* N/A.

REQUESTED BOARD ACTION *(if any):* Authorize the Chair or a majority of the Board to execute this agreement at other than a public meeting.

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item:
Spokane County Prosecuting Attorney's Office.

This Item will need to be codified in the Spokane County Code: No