

**INTERLOCAL AGREEMENT FOR ADJUSTING
WATER UTILITY SERVICE BOUNDARIES AND WATER
SERVICE SHUT OFF**

BETWEEN

City of Vancouver and City of Camas

THIS AGREEMENT, entered into by and between City of Vancouver (“Vancouver”) and City of Camas (“Camas”), (hereinafter referred to collectively as the Water Purveyors), WITNESS THAT:

WHEREAS, Clark County and the Water Purveyors conduct capital facilities and land use planning under the Growth Management Act as adopted by the State of Washington and subsequently amended; and

WHEREAS, RCW 70.116, *Public Water System Coordination Act*, and WAC 246-293-250 require development of a Coordinated Water System Plan, including establishment of service area boundaries by written agreement among purveyors; and

WHEREAS, the designation of water service area boundaries helps facilitate efficient planning and delivering of water services within Clark County, avoid unnecessary duplication of water services, and provide water operation predictability to the water purveyors, Clark County, and the residents served by the public water system; and

WHEREAS, the designation of water service area boundaries helps assure that available water supply sources of the Water Purveyors will be utilized in an efficient manner; and

WHEREAS, Vancouver and Camas entered an Interlocal Agreement for Adjusting or Confirming Future Water Utility Service Boundaries, effective January 10, 2012, which designated service area boundaries for the east boundary for Vancouver and the west boundary for Camas; and which was reviewed and approved by the Clark County Board of Commissioners pursuant to RCW 70.116.040; WAC 246-293-250; and 246-293-290; and

WHEREAS, without the installation of additional tanks and pumps, Vancouver cannot provide reliable water service at an adequate pressure to a portion of land currently located within Vancouver’s water service area boundary, which is shown as the “Area Proposed to be Transferred to Camas” in Exhibit ‘A’ (hereinafter “Affected Area”); and

WHEREAS, Camas’s water system has water supply at adequate pressure to provide the Affected Area with reliable water service; and

WHEREAS, it is in the best interests of Vancouver and Camas to make adjustments to the water service area boundaries such that Camas will now provide water service to the Affected Area; and

WHEREAS, Vancouver will provide sewer, stormwater and other municipal services within the Affected Area; and

WHEREAS, Vancouver engages in a lengthy process including multiple steps and actions to collect delinquent sewer and stormwater service charges. This process consists of the following, (1) past due reminder sent 25 days after the bill date to both the service address and the property owner of record, (2) past due final notice is sent 37 days after the bill date to both the service address and the property owner of record to notify that water service will be shut-off if payment is not received, (3) after the 45th day the account is past due, water service is shut-off, (4) after 12 months of non-payment, a notice of intent to file lien is mailed, (5) 30 days after the intent to file lien is sent, lien is filed with the Clark County Auditor and property owner notified, (8) after 24 months of non-payment, foreclosure process commences; and

WHEREAS, almost all of the delinquent sewer and stormwater service charges are paid during this lengthy collection process, and prior to the filing of a foreclosure action; and

WHEREAS, when other efforts fail, a cost effective mechanism for collecting payment of delinquent sewer and stormwater service charges is Vancouver's ability to shut off (terminate) water service to a property; and

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained the undersigned Water Purveyors hereto agree as follows:

I. Purpose

The purpose of this Agreement is to adjust Water Service Area boundaries of the Water Purveyors that are parties to this Agreement and to provide a mechanism for shut off of water service by Camas at the request of Vancouver for delinquent sewer and/or stormwater service charges.

II. Effective Date

This Agreement shall become effective upon the occurrence of the approval of this Agreement by the individual Water Purveyors' governing bodies, execution of this document by their authorized representatives, the approval of this Agreement by the Clark County Board of County Council, and recording with the County auditor.

III. Duration

This Agreement shall remain in effect with regard to the individual Water Purveyors until terminated. Such termination shall occur through the establishment of future water service boundaries with the next update of the Coordinated Water System Plan.

IV. Property

Nothing in this Agreement shall create or transfer any interest in real or personal property among Water Purveyors. In the event any adjustment of a Future Water Service Area boundary requires transfer of water facility assets from one Water Purveyor to another Water Purveyor, a separate written agreement shall address the transfer of such assets.

V. Administration

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be individually administered by the respective Water Purveyors, which shall each be individually responsible for financing its own actions under this Agreement.

VI. Scope

1. **Service Area Boundaries.** The undersigned acknowledge that the map attached to this agreement identified as Exhibit 'A' clearly identifies the current western water service boundary for Camas and eastern water service boundary for Vancouver as well as the proposed water service boundary to be established through this Agreement. In addition, Exhibits B and C identify the final service boundaries for Vancouver and Camas, respectively, which will become effective upon execution of this Agreement. This signed Interlocal Agreement verifies that there are no service area conflicts with adjacent water utilities.

2. **Boundary Adjustments.** If, at some time in the future, it is in the best interests of the undersigned parties to make service area boundary adjustments, such modifications must have the written concurrence of all involved parties and the proper legislative authority/authorities, and must be noted and filed with Clark County and Washington State Department of Health.

3. **Water Service Shut Off.** After Vancouver has completed its delinquent sewer and/or stormwater service charge collection process for property that has delinquent charges, Vancouver's Public Works Director or designee may file a written request with the Camas Public Works Director or designee to shut off water service for such property. Upon receipt of the request, the Camas Public Works Director or designee will shut off the water service following the Camas procedure and requirements for shutting off water service for nonpayment of Camas water service charges. The water service shall remain shut off until the delinquent sewer and/or stormwater service charges, plus penalties, interest and fees, have been paid in full or the property owner and Vancouver have entered into a payment arrangement. The Vancouver Public Works Director or designee shall notify the Camas Public Works Director or designee when the charges have been

paid in full or the payment arrangement has been entered into. Vancouver estimates that requests to shut off water service will be infrequent.

VII. Interpretation

This Agreement has been and shall be construed as having been made and delivered in the State of Washington and it is mutually agreed and understood by the Water Purveyors that this Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit arising from or related to this Agreement shall be the Superior Court of Clark County, Washington.

VIII. Amendments/Modification

The provisions of this Agreement may be amended only upon the mutual consent of the Water Purveyors. No amendments to the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Water Purveyors and Clark County, and recorded with the Clark County Auditor.

IX. Severability

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

X. Entire Agreement

This Agreement contains all of the agreements of the Water Purveyors with respect to the subject matter covered or mentioned herein, and no prior Agreement shall be effective to the contrary.

XI. Counterparts

This Interlocal Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

XII. Document Filing

The Water Purveyors agree that there shall be one (1) original of this Agreement procured and distributed for signature by the necessary officials of the Water Purveyors. Upon execution, this Agreement shall be retained by the Clark County Community Planning and each Water Purveyor shall retain one (1) copy. The Parties shall cause a copy of this Agreement to be recorded with the Clark County Auditor.

As specified in WAC 246-293-250, Service Area Agreements-Requirements, this Agreement shall become effective once this document is approved by the Clark County

Board of County Council. The Parties will ensure this Agreement is filed with the County auditor within five (5) days of approval by the Clark County Board of County Council.

This Interlocal Agreement for Adjusting Water Utility Service Boundaries and Water Service Shut Off is hereby approved.

CITY OF VANCOUVER

CITY OF CAMAS

By: _____
City Manager

By: _____
Mayor

Approved as to form:

Approved as to form:

City Attorney

City Attorney

Attest: _____
City Clerk

Attest: _____
City Clerk

APPROVED BY CLARK COUNTY BOARD OF COUNTY COUNCIL, CLARK COUNTY, WASHINGTON

Marc Boldt, Chair

John Blom, Councilor

Jeanne E. Stewart, Councilor

Eileen Quiring, Councilor

Julie Olson, Councilor

APPROVED AS TO FORM ONLY:

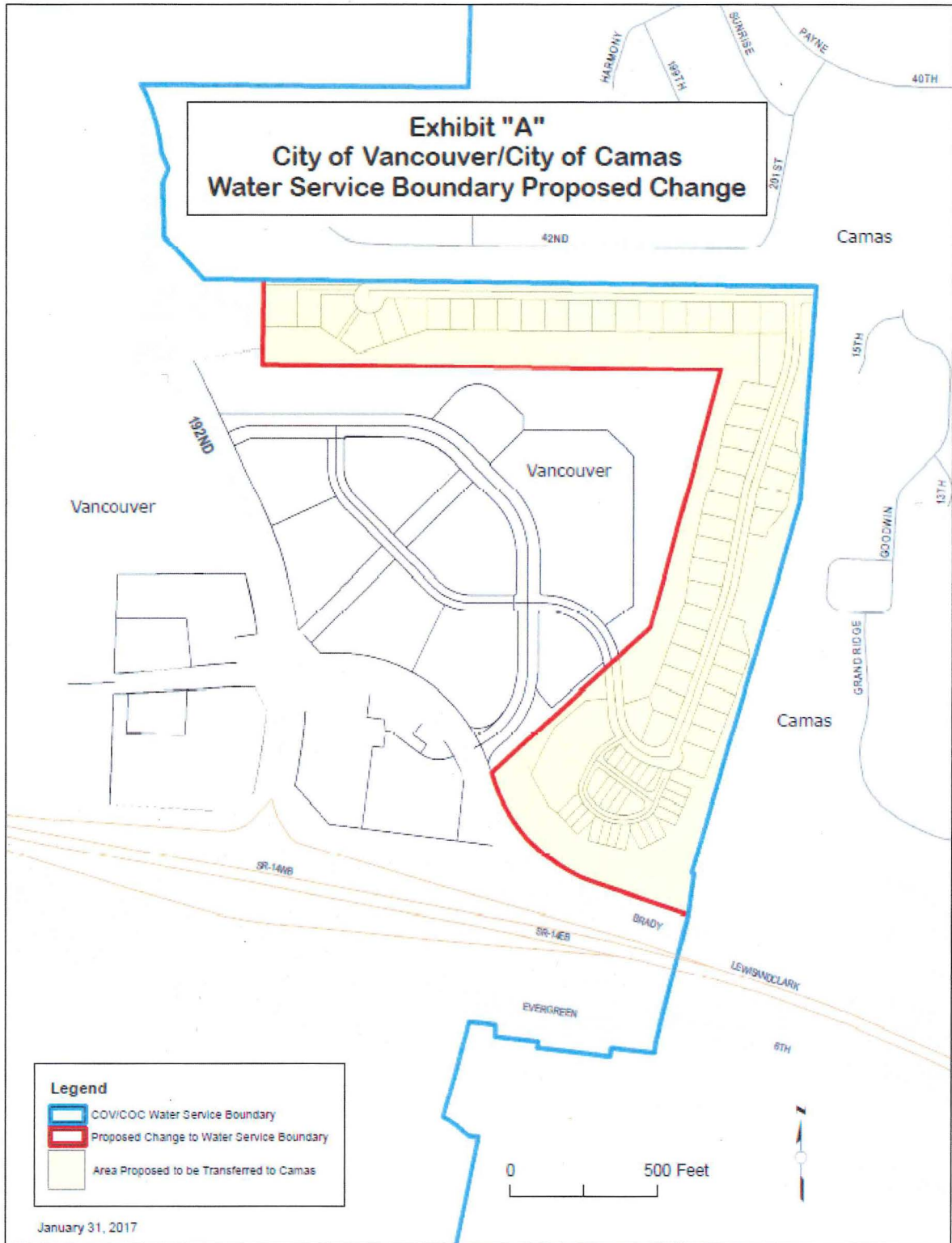
Anthony F. Golik, Clark County Prosecutor

Resolution No. _____

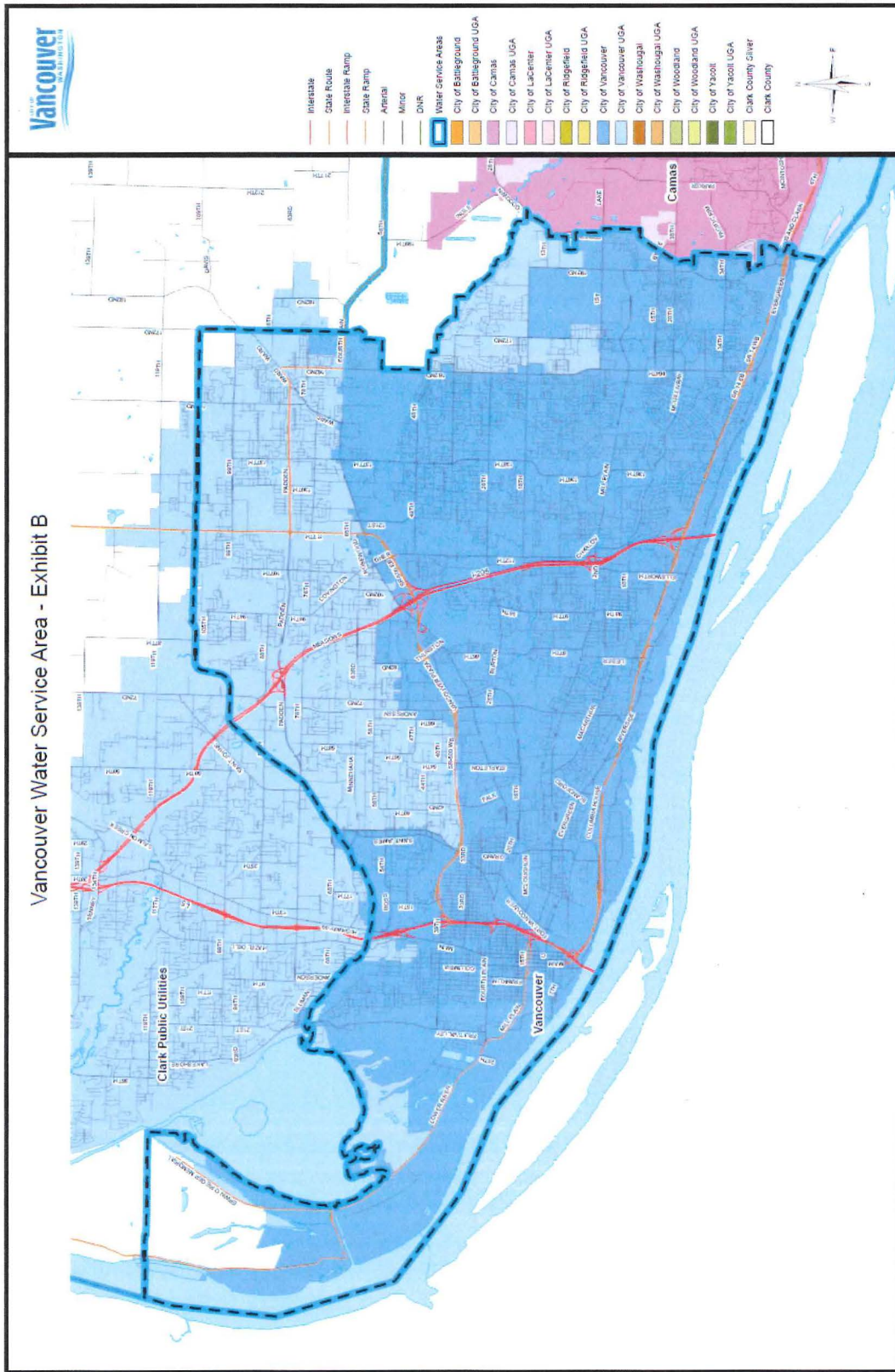
By: _____
Christine Cook, Senior Deputy Prosecuting Attorney

Date: 10-24-17





Vancouver Water Service Area - Exhibit B



Camas Water Service Area - Exhibit C

