

CLEARVIEW WATER SUPPLY AGENCY

BOARD OF DIRECTORS MEETING

Wednesday, July 17, 2024

3:00 p.m.

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
4. ADDITIONS TO OR DELETIONS FROM THE AGENDA
5. CONSENT AGENDA
 - A. Minutes
 - I. May 15, 2024
 - B. Disbursements – In the amount of **\$626,497.36**
 - C. Vouchers – In the amount of **\$385,287.27**
6. UNFINISHED BUSINESS

None
7. NEW BUSINESS
 - A. Amended WSRMP ILA Resolution No. 23-2024
Paul Richart, Engineering & Development Director
 - B. Resolution No. 24-2024 for LGIP Authorization
Ashley Rindero, Finance Director
8. REPORTS
 - A. Maintenance and Operations Report
Tyler Gardner, Field Operations Manager
 - B. Financial Report
Alexis Dickie, Finance Manager
 - C. Engineering & Development Report
Paul Richart, Engineering & Development Director
9. NEXT MEETING DATE

August 21, 2024 at 3:00 pm

10. ADJOURNMENT

CWSA BOARD MEETING MINUTES

Attendees:

- Donna Cross, CWSA President
- Skip Schott, CWSA Secretary
- John Warner, CWSA Board
- Mike Johnson, CVWD
- Curt Brees, SLWD
- John McClellan, AWWD
- Paul Richart, AWWD
- Ashley Rindero, AWWD
- Heather Earnheart, AWWD
- Tyler Gardner, AWWD
- Darren DeMontes, AWWD
- Joe Carter, AWWD
- Caryn Saban, AWWD
- Diana Storm, AWWD
- Alexis Dickie, AWWD
- Tyan Schreck, AWWD
- Devin Hancock, AWWD

1. CALL TO ORDER

The meeting was called to order at 3:00 pm.

2. ROLL CALL

Roll Call was taken. All three Board Members were present.

3. PUBLIC COMMENT

There were no Public Comments.

4. ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no Additions to or Deletions from the agenda.

5. CONSENT AGENDA

A. Minutes

March 20, 2024

Motion: CWSA Board Member Schott moved to approve the minutes as presented. The motion was seconded by Board Member Warner. The motion passed 3-0.

B. **Disbursements** – Authorized by the Finance Director in the amount of \$345,386.41

Motion: CWSA Board Member Warner moved to approve the consent agenda as presented. The motion was seconded by Board Member Schott. The motion passed 3-0.

C. Vouchers – In the amount of \$79,411.75

Motion: CWSA Board Member Schott moved to approve the consent agenda as presented. The motion was seconded by Board Member Warner. The motion passed 3-0.

6. UNFINISHED BUSINESS

None

7. NEW BUSINESS

- A. Draft Amendment No. 1 to the Clearview Water Supply Agency Interlocal Joint Operating Agreement – for discussion

Curt Brees stated that this should be Amendment No. 2.

John McClellan stated that Paul Richart and AWWD General Counsel Joe Bennett prepared this amendment and stated that it is within the authority of the CWSA Board to approve.

Paul Richart reported that this will establish an MOU process that allows us to replace assets and formally establish the percentage of ownership for each agency.

Motion: CWSA Board Member Schott moved to approve Amendment 2 as presented. The motion was seconded by Board Member Warner. The motion passed 3-0.

8. REPORTS

- A. Maintenance and Operations Report
Tyler Gardner, Field Operations Manager

Tyler Gardner provided a summary of the monthly operations report as attached. They had 2 emergency call outs for power outages and 1 emergency call out for communication loss. They performed routine housekeeping, landscaping, and routine maintenance.

- B. Financial Report
Alexis Dickie, Finance Manager

Alexis Dickie provided a summary of the monthly financial report as attached. She reviewed the Key Bank balance, LGIP balance, combined monetary assets balance, voucher and disbursement amounts, and water consumption.

- C. Engineering & Development Report
Paul Richart, Engineering & Development Director

Paul Richart stated that they will finalize Amendment No. 2 for signatures and continue discussions with the consultant.

9. NEXT MEETING DATE

The June 19th meeting was cancelled due to the Juneteenth Holiday.

The next meeting will be held on July 17, 2024.

10. ADJOURNMENT

The meeting adjourned at 3:26 pm.

Minutes Submitted by,

Caryn Saban, Executive Assistant AWWD

Donna Cross
Board President

Date: May 15th, 2024

Clearview Water Supply Agency Pump Station Monthly Operations Report for March/April 2024

1. Emergency Call Out Responses at the Pump Station

- 3 call outs for both months
 - 2- power outage/power bump
 - 1- communication loss

2. Pump Station Site

- General housekeeping and landscaping.

3. Routine Maintenance

- We completed all the weekly reads and safety inspections to include the monthly fire extinguisher inspections. Now on summer schedule for reads and going on Wednesdays.
- All pump motor oil samples came back in good condition.
- Finished install of backup air compressor and is now online.
- Completed pump motor vibration tests.
- Performed generator exercise (unloaded).
- Completed annual suction and discharge valve exercising.
- Replaced a door closer on main entrance door.
- Completed quarterly exhaust fan services.
- Heat pump HVAC unit was serviced and ready for summer.
- Completed generator room filter service.
- All air-vacs at the station were inspected and serviced.
- Cleaned gutters on building.

4. Average Set Point for Pumping Activity

- During February our flows ranged from 3.0-8.7 MGD.
 - Lower flows were due to Alderwood's transmission main #1 being out of service for about a week.









**Clearview Water Supply Agency
Financial Report
March and April 2024**

CWSA's balances as of April 30, 2024

- Key Bank: **\$463,450.18** (see attached reconciliation and bank statement)
- Local Government Investment Pool (LGIP): **\$679,143.61** (see attached statement)
 - The net earnings rate for the month was **5.3975%**
 - The net earnings for the month amounted to **\$2,999.57**
- Combined monetary assets totaled: **\$1,142,593.79**

Expenses for March and April 2024 totaled \$ 424,798.16

March 2024 Disbursements for expenses incurred in the amount of **\$345,386.41** (see attached disbursements).

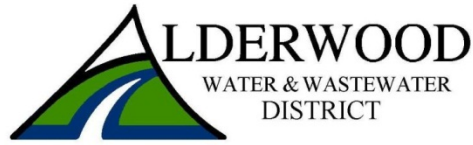
- Wholesale water purchases of **\$299,249.54** account for 86.6% of the month's total expenses.
- Power expenses payable to Snohomish County PUD of **\$32,616.07** account for an additional 9.4%.
- As of March 31, 2024, CWSA has spent **\$984,301.77** or 18.0% of the \$5,462,069.16 budgeted for the year.
- CWSA Water Consumption (in million gallons)

March 2024	March 2023	Variance	Jan-Mar 2024	Jan-Mar 2023	Variance
251.1	300.2	-49.1 -16.4%	723.9	820.4	-96.5 -11.8%

April 2024 Accounts Payable Voucher Packet for expenses incurred in the amount of **\$79,411.75**** (see attached vouchers).

- Wholesale water purchases of **\$3,666.48**** account for 6.4% of the month's total expenses.
 - a. Retroactive bill from COE - \$25,374.22
 - 2024 - \$3,666.48
 - 2023 - \$21,707.74
- Power expenses payable to Snohomish County PUD of **\$24,634.67** account for 42.7% of the month's total expenses.
- As of April 30, 2024, CWSA has spent **\$1,042,005.78** or 19.1% of the \$5,462,069.16 budgeted for the year.
- ****AWWD and the City of Everett have not yet come to an agreement on the 2024-2025 Water Rate. Therefore, April is missing a bill for water. This will be remedied in the coming months.**
- No Consumption report available for April
- The water utilization by CWSA member districts during March 2024 was as follows:

SLWSD	29.09%
CVWD	5.69%
AWWD	65.22%



3626 - 156th Street SW • Lynnwood, WA 98087-5021 • 425-743-4605 • 425-742-4562 Fax • www.awwd.com

MEMORANDUM

To: The Board of Directors
Donna Cross, President
Warren Schott, Secretary
John Warner, Board Member

From: Ashley Rindero, Finance Director

Date: July 17, 2024

Subject: Disbursements authorized by the Alderwood Water & Wastewater District
Finance Director

Amount: \$626,497.36

AMR

Pursuant to Clearview Water Supply's Agency's Resolution No. 01-2021, the Alderwood Water & Wastewater District's Finance Director is authorized to prepare vouchers, certify the claim and authorize the issuance of Agency checks, prior to acceptance and approval of the Board of Directors for such expenses as water, utilities, reimbursement of expenses and work orders submitted, and others deemed necessary for effective operations. The following disbursements are presented for your review and ratification.

SUMMARY AND AUTHORIZATION FORM FOR MAY DISBURSEMENTS:

May 31, 2024	MAY EXPENSES	\$ 626,457.84
May 29, 2024	PROPERTY TAX - VOID	(3,901.99)
May 29, 2024	PROPERTY TAX - REISSUED	\$3,941.51

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered as described herein and that each claim is a just, due and unpaid obligation, and that I am authorized and certify said claim.

Ashley Rindero

Digitally signed by Ashley
Rindero

Date: 2024.07.12 15:23:21 -07'00'

Ashley Rindero, Finance Director

Clearview Water Supply Agency

Signed this 12 day of July 2024

Alexis Dickie

Prepared by:

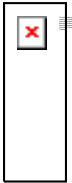
Allowed in the sum of:

\$626,497.36

Natalie Salinas

From: No Reply - Snohomish County Treasurer <noreply+snohomish-county-wa@paydici.com>
Sent: Wednesday, May 29, 2024 2:38 PM
To: Natalie Salinas
Subject: Snohomish County Treasurer :: Order Receipt

CAUTION: This email came from outside AWWD. Tip #5: Inspect all links and images before clicking.



Hello,

Order Confirmation #156839457

Your payment of \$3941.51 to Snohomish County Treasurer has been processed. Receipt is pending until approved by your financial institution. YOUR CREDIT CARD STATEMENT MAY INDICATE THAT PAYMENT WAS MADE TO "PAYDICI", which is Point & Pay's web payment address.

Payment may take up to five (5) business days to post to your account(s). It will be posted based on the date payment was made.

Parcel ID	Installment	Amount
27050200300400	Total	\$3,941.01
Processing Fees:		\$0.50
Total:		\$3,941.51

Payment Method: **** * 0040 (echeck)

Please allow 3 - 5 business days for payment to post to Snohomish County Treasurer website.

For payments made with an eCheck, your payment is pending approval by your banking institution. If your financial institution rejects the payment, for any reason, you will be contacted. You will need to provide a new payment, plus any penalties. Please note that the payment date will then be the date of this new payment.

For questions regarding this payment, please call 888-891-6064 or email support@pointandpay.com.

If you have questions regarding your property tax account, please contact the Snohomish County Treasurer's office at treasurer@snoco.org or 425-388-3366.

Login to view account history, download statements and save payment preferences:

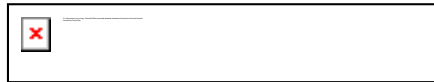
LOGIN

Thank you,
Snohomish County Treasurer
425-388-3366
[Contact.Treasurer@snoco.org](mailto>Contact.Treasurer@snoco.org)

[Need login help?](#)

Please do not respond to this email as it is not monitored regularly.
For billing questions or general issues, please contact your service provider directly.

[Click here to unsubscribe from eBill notifications](#)



CLEARVIEW WATER SUPPLY AGENCY
3626 156TH ST. SW
LYNNWOOD WA 98087-5021

Alexis
Dickie

Digitally signed by
Alexis Dickie
Date: 2024.06.13
11:00:03 -07'00'

CERTIFICATION

State of Washington - County of Snohomish

As of the date 7/17/2024 , the Board of Commissioners, by a unanimous
vote, does approve for payment Vouchers 2021-0100 thru 2021-0101
included in the listing and further described as follows:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that each claim is a just, due and unpaid obligation against Alderwood Water & Wastewater District, and that I am authorized and certify said claim.

Water Maintenance Fund:	\$626,457.84
Sewer Maintenance Fund:	\$0.00
Water Construction Fund:	\$0.00
Sewer Construction Fund:	\$0.00
TOTAL	\$626,457.84
	=====

Subscribed on 7/17/2024 at Lynnwood,
Washington

Chairman, Commissioner

ALDERWOOD WATER & WASTEWATER DISTRICT

(For Department or Taxing District)

Secretary, Commissioner

Ashley Rindero
Digitally signed by Ashley
Rindero
Date: 2024.06.14 11:17:30 -07'00'

Vice President, Commissioner

Approved & Authorized By Auditing Officer

Commissioner

Commissioner

VOUCHER NO.	CLAIMANT	PURPOSE	TOTAL VOUCHER AMOUNT	FUND 40 WATER MAINTENANCE	FUND 41 SEWER MAINTENANCE	FUND 49 WATER CONSTRUCTION	FUND 51 SEWER CONSTRUCTION
2021-0100	ALDERWOOD WATER & WASTE	MAY 2024 EXP		\$623,676.07			
		Total	\$623,676.07				
2021-0101	CROSS VALLEY WATER DISTR	MAY 2024 EXP		\$2,781.77			
		Total	\$2,781.77				

CLEARVIEW WATER SUPPLY AGENCY
3626 156TH ST. SW
LYNNWOOD WA 98087-5021

**Alexis
Dickie** Digitally signed
by Alexis Dickie
Date: 2024.07.10
06:14:36 -07'00'

CERTIFICATION

State of Washington - County of Snohomish

As of the date 7/17/2024 , the Board of Commissioners, by a unanimous
vote, does approve for payment Vouchers 2021-0102 thru 2021-0103
included in the listing and further described as follows:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that each claim is a just, due and unpaid obligation against Alderwood Water & Wastewater District, and that I am authorized and certify said claim.

Water Maintenance Fund:	\$385,287.27
Sewer Maintenance Fund:	\$0.00
Water Construction Fund:	\$0.00
Sewer Construction Fund:	\$0.00
TOTAL	<u>\$385,287.27</u> =====

Subscribed on 7/17/2024 at Lynnwood,
Washington

Chairman, Commissioner

ALDERWOOD WATER & WASTEWATER DISTRICT

(For Department or Taxing District)

Ashley Rindero

Digitally signed by Ashley
Rindero
Date: 2024.07.09 15:11:19
-07'00'

Secretary, Commissioner

Approved & Authorized By Auditing Officer

Vice President, Commissioner

Commissioner

Commissioner

VOUCHER NO.	CLAIMANT	PURPOSE	TOTAL VOUCHER AMOUNT	FUND 40 WATER MAINTENANCE	FUND 41 SEWER MAINTENANCE	FUND 49 WATER CONSTRUCTION	FUND 51 SEWER CONSTRUCTION
2021-0102	ALDERWOOD WATER & WASTE	JUNE 2024 EXP		\$381,222.77			
		Total	\$381,222.77				
2021-0103	CROSS VALLEY WATER DISTR	JUNE 2024 EXP		\$4,064.50			
		Total	\$4,064.50				

BOARD AGENDA ITEM SUMMARY

Date: July 17, 2024

To: Clearview Water Supply Agency Board of Directors
Donna Cross, President
Warren Schott, Secretary
John Warner, Board Member

From: Paul Richart, AWWD Engineering & Development Director

Subject: Resolution 23-2024
WSRMP

Requested Action

Approve the amendments to the Interlocal Agreement of the Water and Sewer Risk Management Pool, which were approved by the Pool's Board of Directors at its March 21, 2024 meeting; and authorize the Board President to sign the Confirmation of Approval and Acceptance of the Amended Interlocal Government Agreement form

Budget

No budget impact.

Location

Agency-wide.

Background

The Clearview Water Supply Agency has been a member of the Water and Sewer Risk Management Pool (Pool) for many years. The Pool is updating the Interlocal Governmental Agreement which authorized the Pool. Approval by 2/3rds of the member agencies is required for the amendment be implemented.

Discussion

The Pool has provided the following discussion regarding a summary of the revisions and the reasons driving the revisions.

Summary of Changes (Prepared by Pool staff)

A small percentage of the changes are non-substantive changes that relate to style, grammar and consistent wording. The substantive changes, and reasons they were approved by the Pool's Executive Committee, are as follows:

1. **Article I, Paragraph B (page 1); Article V (page 3).** Changes the Pool's legal name from the "Water and Sewer Insurance Pool, aka the Water and Sewer Risk Management Pool" to simply the "Water and Sewer Risk Management Pool."

REASON FOR: The reasons for the original long-form legal name adopted in 1988 are not clear. The change reflects the actual name that staff and members use to refer to the Pool and avoids confusion.

2. **Article II (page 2).** Allows any entity allowed to join Pool if authorized by the enabling statute. RCW 42.68.

REASON FOR: Currently RCW 42.68 limits Pool membership to government agencies and non-profits. If this statute is later amended to expand the list of eligible entities, this change allows the Pool to approve new entities as allowed by statute. Admission of any new members would still require Executive Committee approval and Board ratification.

3. **Article X (page 5).** Allows the Executive Committee (EC) to meet at least quarterly instead of monthly.

REASON FOR: The Interlocal Agreement currently requires the EC to meet monthly. The EC believes monthly meetings are not always necessary. This change gives the EC and staff some flexibility if there is not enough business to warrant a meeting in a given month.

4. **Article XIII, Paragraph H (page 7).** Revises approval process for installment payments. Approval would be by the Executive Director in consultation with the Executive Committee, not by the Board of Directors.

REASON FOR: Currently the Board of Directors meets only twice a year. The Board is unable to make a timely decision in the rare case when a member requests to make installment payments. The Executive Director cannot make the decision alone, but only in conjunction with the Executive Committee which includes representatives of seven (7) Pool members. The change also includes criteria for approving installment payments.

5. **Article XX, Paragraph C (page 10).** Requires a member who wishes to rescind a notice of withdrawal to do so at least 60 days before the Pool's policy renewal date. Currently, withdrawal requires at least six-month notice to the Pool before the end of the policy year. There is no deadline to rescind the notice of withdrawal.

REASON FOR: The Pool encompasses a growing number of members who have been committed to the Pool for the long-term. A Pool member's decision to leave the Pool is a big deal. That is why the ILA requires a 6-month notice of withdrawal. Allowing a member to rescind its notice of withdrawal at the very last minute creates havoc for the Pool's staff and Executive Committee. With a November 1 fiscal year and a November 1 renewal date, the Pool needs time to budget and set premiums prior to November 1. That is frustrated if a withdrawing member rescinds the withdrawal at the last minute. Sixty (60) days before November 1 is a reasonable deadline to rescind a withdrawal notice and gives the Pool enough time to finalize its budget and premiums.

6. **Article XXIII, Paragraph B (page 11).** Upon dissolution of the Pool, assets will be distributed among members of the Pool at that time based on premium payments over the five (5) years. The existing provision distributes assets among all current and former Pool members, even those that withdrew from the Pool 30 or more years ago.

REASON FOR: The Pool is in excellent financial shape and there is no thought of dissolving the Pool that is working so well. Given the time and effort needed to amend the Interlocal Agreement, however, the Executive Committee is using this opportunity to make any necessary revisions. The current provision is not workable. It is impossible to calculate small fractional shares among all Pool current and former members including those that withdrew decades ago. It is also fairer to divide assets among current Pool members based on premium payments over the previous five (5) years.

7. **Article XXV (page 11).** Allows Pool to send email notices to members. Currently, notice from the Pool to members must be mailed.

REASON FOR: Email is the most frequently used written form of communication between the Pool and its members. This change updates a provision drafted in 1988 and aligns the notice provisions with current practice.

Staff has reviewed the proposed revisions, finds the changes reasonable and appropriate.

Attachments

CWSA Resolution 23-2024

Exhibit A: Amended Interlocal Government Agreement of the Water and Sewer Risk Management Pool

Exhibit B: Confirmation of Approval and Acceptance of the Amended Interlocal Governmental Agreement

Redline version of Amended Interlocal Government Agreement of the Water and Sewer Risk Management Pool

**CLEARVIEW WATER SUPPLY AGENCY
SNOHOMISH COUNTY, WASHINGTON
RESOLUTION NO. 23-2024**

A RESOLUTION of the Board of Directors of the Clearview Water Supply Agency of Snohomish County, Washington, approving amendments to the Interlocal Governmental Agreement of the Water and Sewer Risk Management Pool

WHEREAS, the Board of Directors of the Water and Sewer Risk Management Pool (the "Pool") at its semi-annual meeting on March 21, 2024, unanimously approved amendments to the Pool's Interlocal Governmental Agreement ("Interlocal Agreement") in the form attached hereto as Exhibit A; and

WHEREAS, before such amendments to the Interlocal Agreement become effective, two-thirds (2/3) of the Boards of Directors of certified members of the Pool must approve the Agreement as amended;

WHEREAS, the Board of Directors of the Clearview Water Supply Agency, (hereinafter referred to as the "Agency") desire to approve the amendments to the Interlocal Agreement;

NOW THEREFORE, IT IS RESOLVED that the Board of Directors of the Agency hereby approves the Pool's Interlocal Agreement as amended, in the form attached hereto as Exhibit A.

IT IS FURTHER RESOLVED that the Board President is authorized to sign the Confirmation of Approval and Acceptance of the Amended Interlocal Government Agreement form attached hereto as Exhibit B, confirming the Board's approval.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE CLEARVIEW WATER SUPPLY AGENCY, Snohomish County, Washington, at a regular meeting thereof held this 17th day of July, 2024.

Donna Cross, President

Warren Schott, Secretary

John Warner, Board Member

ATTEST:

Secretary

INTERLOCAL GOVERNMENTAL AGREEMENT
CREATING THE WATER AND SEWER INSURANCE POOL

This agreement is made and entered into in the State of Washington by and among the Municipal Corporations organized and existing under the laws of the State of Washington, hereinafter collectively referred to as Member Districts/Entities, and individually as Member Districts/Entities. Said Districts/Entities are sometimes referred to herein as "Parties."

RECITALS

Whereas, Chapter 39.34 RCW provides that two or more local governmental entities may, by interlocal governmental agreement, join together for any common purpose and Chapter 48.62 RCW authorizes such governmental entities to form a joint pool for insurance or for self-insurance, and;

Whereas, each of these Parties in these agreements desires to join together with the other Parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Protection Program for said Parties, and;

Whereas, it appears economically feasible and practicable for the Parties to this agreement to do so;

Now Therefore, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the Parties hereto agree as follows:

ARTICLE I

Definitions

The following definitions shall apply to the provisions of this agreement:

- A. "Pool" shall mean the Water and Sewer Risk Management Pool created by this agreement.
- B. "Board of Directors" or "Board" shall mean the Governing Body of the Pool.
- C. "Claims" shall mean demands made against the Pool arising out of occurrences which are within the Pool's Joint Protection Program as developed by the Board of Directors.
- D. "Excess Insurance" shall mean the insurance purchased on behalf of the Pool to protect the funds and assets of the Pool and its Members against catastrophic losses and unusual frequency of losses during a single year.
- E. "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Pool.
- F. "Fiscal Year" shall mean the period from November 1 through October 31 which is established as the Fiscal Year of the Pool.

- G. "Insurance" shall mean and include self-insurance through a funded program and/or any commercial insurance contract.
- H. "Executive Director" shall mean the employee of the Pool who is appointed by the Board of Directors and responsible for the management and administration of the Pool and Joint-Protection Program of the Pool.

ARTICLE II

Purposes

This Agreement is entered into by municipal or governmental or public entities or agencies which provide public water and/or sewer services, in order to provide more comprehensive and economical liability coverage, to provide for economical or self-insurance pooling of all forms of insurance available or required by law for municipal corporations and other governmental entities or agencies, and for which state law authorizes formation of pooling organizations to provide such insurance, to reduce the amount and frequency of Member's losses, and to decrease the cost incurred by the Members and their handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate entity, Water and Sewer Insurance Pool, also known as the Water and Sewer Risk Management Pool, to administer a Joint-Protection Program wherein Members will pool their losses and claims, jointly purchase excess insurance, and administrative and other services including claims adjusting, data processing, risk management consulting, loss prevention, legal and other related services.

It is also the purpose of this Agreement to provide to the extent permitted by law, for the inclusion at a subsequent date any local governmental entities, nonprofit corporations or any other entity eligible to join per RCW 42.68, as amended, which provide water and/or sewer service which may desire to become parties of this agreement and members of this Pool, subject to the approval of the Board of Directors.

ARTICLE III

Parties to the Agreement

Each Party to this Agreement certifies that it intends to and does contract with all other Parties who are signatories of this Agreement and, in addition, with such Parties as may later be added to as signatories of this Agreement pursuant to Article XIX. Each party of this Agreement also certifies that the deletion of any party from this Agreement pursuant to Article XX and XXI, shall not affect this Agreement.

ARTICLE IV

Term of Agreement

This Agreement shall become effective on December 1, 1987, and shall continue for not less than five years and until and unless terminated as hereinafter provided.

ARTICLE V

Creation of the Pool

Pursuant to Chapter 48.62 RCW, in 1988 a public entity separate and apart from the parties hereto, was created that was known as the Water and Sewer Insurance Pool, also known as the Water and Sewer Risk Management Pool, with such powers as are hereinafter set forth. Effective in 2024, the Pool's official name was changed and simplified to the Water and Sewer Risk Management Pool.

Pursuant to Chapter 48.62 RCW, the debts, liabilities and obligations of the Pool shall not constitute debts and liabilities or obligations of any party to this Agreement.

ARTICLE VI

Powers of Pool

- A. The Pool shall have the powers common to any of its Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:
 - 1. To make and enter into contracts;
 - 2. To incur debts, liabilities or obligations;
 - 3. To acquire, hold or dispose of property; contribution and donation of property, funds, services and other forms of assistance from persons, firms corporations and governmental entities;
 - 4. To sue and be sued in its own name; and
 - 5. To exercise all powers necessary and proper to carry out the terms and provisions of the Agreement, or as otherwise authorized by law.
- B. Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE VII

Board of Directors

- A. The Pool shall be governed by a Board of Directors which is hereby established and which shall be composed of one representative from each Member District/Entity, who is an employee, official or designated agent of that member, as appointed by that Member's governing body. Each Member's Governing Body, in addition to appointing a member of the Board of Directors, shall appoint at least one alternate who also shall be an officer, employee or designated agent of that member. The alternate appointed by the Member shall have the authority to attend, participate in, and vote at any meeting of the Board when the regular Member for whom he or she is an alternate is absent from said meeting.
- B. Each representative or alternate to the Pool Board shall be appointed for a term of one year and until a successor is appointed. Each representative or alternate shall serve at the pleasure of the District/Entity by which he or she is an officer, an employee, or designated of that District/Entity. A representative or alternate may not represent more than three (3) Districts/Entities or be an employee or hired consultant of the Pool.
- C. Each member of the Board shall have one vote.

ARTICLE VIII

Powers of the Board of Directors

The Board of Directors of the Pool shall have the following powers and functions:

- A. The Board may elect from its Members, pursuant to Article X of this Agreement, an Executive Committee to which it may give authority to make and implement any decisions, including those involving the administration of the Pool, except those decisions that would require an amendment of this agreement under Article XXVI herein.
- B. The Board shall review, modify, if necessary and approve an annual operating budget of the Pool.
- C. The Board shall receive and review periodic accounting of all funds under Article XIV and XV of this Agreement. The Board is authorized to establish a special fund with a Member District's/Entity's treasurer designated at the "Operating Fund of the Water and Sewer Insurance Pool Joint Board."
- D. The Board shall have the power to conduct on behalf of the Pool all business of the Pool which the Pool may conduct under the provisions hereof and pursuant to the law.
- E. The Board shall determine and select a Joint Protection Program for the Pool.
- F. The Board shall determine and select all necessary insurance, including excess insurance, necessary to carry out the Joint Protection Program of the Pool.
- G. The Board shall have the authority to contract for or develop various services for the Pool, including, but not limited to claims adjusting, loss control and risk management consulting services.
- H. The Board shall appoint an Executive Director for the Pool and shall receive and act upon reports of the Executive Director.
- I. The Executive Director shall have the power to hire such persons as the Board authorizes for the administration of the Pool, including the "borrowing" of management-level employees from one or more of the Members to assist in the development phases of the Joint Protection Program for the Pool subject to the approval of the Member Districts/Entities.
- J. The Executive Director shall have the general supervisory control over the day-to-day decisions and operations and administrative activities of the Pool.
- K. The Board shall have such other powers and functions as are provided in this Agreement, including, but not limited to the power to authorize contracts and as may be allowed by law.

ARTICLE IX

Meetings of the Board of Directors

- A. Meetings. The Board shall provide for its regular and special meetings, provided, however, that it shall hold at least one regular meeting annually, as set forth in the Bylaws of the Pool.
- B. Minutes. The Board of the Pool shall cause minutes of the meetings to be kept and shall, as soon as possible, after each meeting cause a copy of the minutes to be forwarded to each Member of the Board and to its Member Districts/Entities.

- C. Quorum. In order for a meeting to be held, there must be in attendance at that meeting, at least twenty (20%) percent of the designated representatives of the Members. Such membership attendance would constitute a quorum for the transaction of business. A duly held meeting in which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum. A vote of the majority of those present at the meeting shall be sufficient to constitute an action by the Board.

ARTICLE X

Executive Committee

There shall be an Executive Committee of the Board of Directors which shall consist of an odd number of Members of not less than five nor more than nine Members, as determined by the Board of Directors. Four Members of the Executive Committee shall be the President, the Vice President, the Secretary and the Treasurer of the Board of Directors. The election or selection of the Members of the Executive Committee shall be as specified in the Bylaws. The President of the Pool or the Vice President, in his or her absence, shall serve as the Chairperson of the Executive Committee. The Board of Directors may delegate any of the powers of the Board as outlined in Article VIII to the Executive Committee and may establish and delegate any other powers and duties the Board deems appropriate.

The Executive Committee shall meet at least quarterly.

ARTICLE XI

Officers of the Pool

- A. Election of Officers. The Board shall elect the President, Vice President, Secretary and Treasurer of the Pool at its annual meeting, each to hold office for a one year term and until its successor is elected. Only members of the Executive Committee shall be eligible for the offices of President, Vice President, Secretary and Treasurer.
- B. President and Vice President. In the event there is a vacancy in the President's position, the Vice President shall fill the position of the President for the unexpired term of the President. In the event of a vacancy in the Vice President's position, the Executive Committee shall fill from its Members the Vice President's position for the unexpired term of that position. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board and shall be a Member and Chairperson of the Executive Committee.
- C. Treasurer. The duties of the Treasurer are set forth in this Agreement and the Bylaws of the Pool.
- D. The Executive Director shall have the general administrative responsibility for the activities of the Pool and the Joint Protection Program and shall appoint all necessary employees thereof.
- E. Attorney. The Board of Directors shall select an attorney for the Pool. The attorney may be a legal counsel for a Member District/Entity. In the event the attorney is precluded from acting because of a conflict of interest or legal impediment, or for other good reason, the Board may employ independent counsel as the attorney for the Pool. The attorney shall serve at the pleasure of the Board of Directors.

ARTICLE XII

Insurance Coverage

- A. The insurance coverage provided for the Member Districts/Entities by the Pools shall allow or require protection for Comprehensive General Liability, Personal Injury, Errors and Omissions, Automobile Liability, Contractual Liability, and such other areas of coverage as the State shall require or the Board shall determine to be appropriate coverages.
- B. The Pool shall maintain insurance limits for Member Districts/Entities determined by the Board of Directors to be adequate. The Board may arrange purchase of Group Policies for Member Districts/Entities interested in obtaining additional coverage above this limit, at an additional cost to those participating Districts/Entities.
- C. The Board may arrange for purchase of any other insurance coverages deemed necessary to protect the funds of the Pool against catastrophes.
- D. The Board may arrange for such other insurance as may be deemed appropriate for the benefit of the Members.

ARTICLE XIII

Development of Joint Protection Program

- A. The Board of Directors shall adopt the Pool's Joint Protection Program, including the insurance coverages provided for in Article XII, the amount of initial premiums, the precise cost to Allocation Plan and Formula, the pro-forma financial statement of the Pool and the amount and type of excess insurance to be procured.
- B. The Joint Protection Program provided by the Pool shall extend to all District's/Entity's operations unless otherwise excluded by the Board of Directors.
- C. The premium for each District/Entity shall be determined by the Board in its discretion, based upon a fair formula which shall consider, but not be limited to, total District/Entity payroll, administrative experience of the District/Entity, previous loss experience of the District/Entity, the liability risks of the District/Entity, and the cost to the Pool of adding the District/Entity as a Member.
- D. The Cost Allocation Plan and Formula adopted by the Board shall provide for an adjustment in the Member District's/Entity's premiums annually in order to produce a premium for the following year for the District/Entity that is equal to the sum of the following three items:
 - 1. The amount of loss borne individually by the District/Entity as determined by the Board; and
 - 2. District/Entity share of Pool losses and other expenses as determined by the Board; and
 - 3. The District's/Entity contribution to a catastrophe fund and reserves for incurred, but not reported losses, the amount of such fund reserves to be determined by the Board.
- E. The Board may make such premium adjustments retrospective to the prior year and each Member District/Entity shall pay any additional premium required by such respective adjustment.
- F. The Board shall adopt criteria for determining each District's/Entity's annual share of Pool losses, expenses, and contributions to a catastrophe fund which may include the District's/Entity's payroll as compared to the total payroll of all Member Districts/Entities, the District's/Entity individual loss experience and such other criteria as the Board may determine to be relevant.
- G. The Pool shall provide Member Districts/Entities with an estimate of their upcoming annual premium including any annual readjustments within 14 days after receiving the final quotation for the Pool's annual

insurance premium. Each Member' premium amount together with any readjusted amount due under Paragraph C above, shall be payable on or before 45 days after the Pool distribution of the final premiums.

- H. In the event a Member experiences an unusually high increase in its financial premium compared to the prior year and compared to other Pool Members in the current year, the Executive Director in consultation with the Executive Committee may in its discretion allow for the payment of a portion of such additional premiums to be made over a period of time.

ARTICLE XIV

Accounts and Records

- A. Annual Budget. The Pool shall annually adopt an operating budget, pursuant to Article VIII (B) of this Agreement.
- B. Funds and Accounts. The Pool shall establish and maintain such funds and accounts as may be required by good accounting practice. Books and records of the Pool shall be in the hands of the Treasurer and shall be open to inspection at all reasonable times by representatives of Member Districts/Entities.
- C. Executive Director's Report. The Executive Director within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and Member Districts/Entities.
- D. The Board may provide for a certified annual audit of the accounts and records of the Pool. Such audit shall conform to generally accepted accounting and auditing standards. When such audit of the accounts and records is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each Member District/Entity. Such report shall be filed within six (6) months of the end of the year under examination.
- E. Cost. Any cost of the Audit, including contracts with/or employment of certified public accountants, in making an audit pursuant to this Article shall be borne by the Pool and shall be considered included within the term "administrative cost."

ARTICLE XV

Responsibility for Monies

- A. The Treasurer of the Pool shall have the custody of and disbursement of the Pool's funds subject to the Board's approval. He or she shall have authority to delegate the signatory function to such persons as are authorized by the Board.
- B. A Bond in the amount set by the Executive Committee, but not less than minimum bond required for district treasurers pursuant to RCW 57.20.135, shall be required by all officers and personnel authorized to disburse funds of the Pool. Such Bond shall be paid for by the Pool.
- C. The Treasurer's duties shall include:
 - 1. Receive and receipt of all money of the Pool and place it in the Treasury to the credit of the Pool;
 - 2. Be responsible upon his or her official bond for the safekeeping and disbursement of the Pool's money so held by him or her;

3. Pay, when due, out of the money of the Pool so held by him or her all sums payable on outstanding debts of the Pool;
4. Pay any other sums due from the Pool's money only upon a request for payment signed by the President of the Board and the Executive Director. The Board may designate an alternate signature for each; and
5. Verify the report in writing on the first day of July, October, January, and April of each year to the Pool and the Member Districts/Entities the amount of money held for the Pool, the amount of receipts since the last report and the amount paid out since the last report.

ARTICLE XVI

Responsibilities of the Pool

The Pool may perform the following function in discharging its responsibilities under this Agreement:

- A. Provide insurance coverage as necessary, including, but not limited to a Self-Insurance Fund and Commercial Insurance, as well as Excess Coverage and Umbrella Insurance by negotiation or bid and purchase, as necessary.
- B. Assist Districts/Entities in obtaining insurance coverages for Risk not included within the basic coverage of the Pool.
- C. Provide loss prevention and safety and consulting services to Member Districts/Entities.
- D. Provide claims adjusting services for claims covered by the Pool during protection program.
- E. Provide loss analysis by the use of statistical analysis, data processing, and record and file-keeping services in order to identify high exposure operations and to evaluate proper levels of self-insurance and deductibles.
- F. Provide Member Districts/Entities a review of their contracts to determine sufficiency of indemnity and insurance provisions.
- G. Conduct risk management audits to review the participation of each District/Entity in the program. The audit shall be performed by the Executive Director or, at the discretion of the Board, an independent auditor may be retained by contract to conduct these audits.
- H. The Pool shall have such other responsibilities as may be deemed necessary by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE XVII

The Responsibilities of Member Districts/Entities

Member Districts/Entities shall have the following responsibilities:

- A. The Governing Body of each District/Entity shall appoint a representative and at least one alternate representative to the Board of Directors of the Pool, pursuant to Article VII of this Agreement.
- B. The Governing Body of each Member District/Entity shall appoint an employee of the District/Entity to be responsible for risk management within that District/Entity to serve as the liaison between the District/Entity and the Pool as to the risk management and loss control and safety recommendations. Such person shall consider all

recommendations of the Pool concerning the development and implementation of a loss control policy to prevent unsafe policies.

- C. Each District/Entity shall maintain its own set of records as to loss log in the categories of loss to insure accuracy of the Pool's loss reporting system
- D. Each District/Entity shall pay its premium and any readjusted amount promptly to the Pool when due. After withdrawal or termination, each District/Entity shall pay promptly to the Pool its share of any additional premium and accrued interest at a rate determined by the Board when and if required by the Board under Article XXIII of this Agreement.
- E. Each District/Entity shall provide the Pool with such other information or assistance as may be necessary for the Pool to carry out the Joint Protection Program under this Agreement.
- F. Each District/Entity shall in any and all ways cooperate with and assist the Pool and any insured of the Pool in all matters relating to this Agreement and covered losses, and will comply with all the Bylaws, rules and regulations adopted by the Board of Directors of this Pool.

ARTICLE XVIII

Joint Protection Program

- A. Joint Protection Program. After this Agreement becomes effective, the Pool shall develop the details for the Joint Protection Program more fully described in Articles XII and XIII of this Agreement.

ARTICLE XIX

New Members

After the effective date of the Joint Protection Program is established by the Pool, additional Districts/Entities shall be permitted to become signatories to this Agreement or to enter the Joint Protection Program during the first year of operation; provided such new member pay its appropriate share as determined by the Board. Following the first year of operation, the Pool shall allow entering in the program of new Members approved by the Board at such times during the year as the Board deems appropriate. Districts/Entities entering under this Article will be required to pay their share of organizational expenses as determined by the Board, including those necessary to analyze their loss data and determine their premiums. It shall not be necessary for existing Member Districts/Entities to re-sign or ratify the Pool Interlocal Agreement in order to allow the joining to the Interlocal Agreement of new Member Districts/Entities. Once any Member District/Entity has signed the Interlocal Agreement, it shall represent said Member District's/Entity's agreement to be bound, in the future to all terms of the Interlocal Agreement, with any new Member whose membership has been approved by vote of the Board and who has completed the requirements of membership set forth in this section. Thereafter, the new Member shall be considered a Party to the Interlocal Agreement of the same extent as all original Members and for all purposes.

ARTICLE XX

Withdrawal

- A. A Member District/Entity may withdraw as a Party to this Agreement pursuant to the requirements of Article XVIII.
- B. A Member District/Entity which signs its initial Agreement and enters the Joint Protection Program pursuant to Article XVIII may not withdraw as a Party to this Agreement and as a member of this Pool for a one-year period commencing on the effective date of the Joint Protection Program as determined by Article XVIII.
- C. After the initial one-year non-cancelable commitment to the Program, a Member District/Entity may withdraw only at the end of any fiscal year, provided it has given the Pool six (6)-months written notice of its intent to withdraw from this Agreement and the Joint Protection Program. To rescind a notice of intent to withdraw, a Member must give the Pool not less than sixty (60) days notice before the policy renewal date. If at least sixty (60) days notice is not provided to the Pool, then the notice of withdrawal shall become effective as of the last date of the current policy year.

ARTICLE XXI

Cancellation

The Pool shall have the right to cancel any Member District's/Entity's participation in the Joint Protection Program upon a two-third's vote of the Executive Committee provided that the Executive Committee's decision to cancel is ratified by a two-third's vote at a meeting of the Board of Directors. Any District/Entity so cancelled shall be given written notice of the Executive Committee's decision to cancel. Cancellation shall be effective 180 days from the date the written notice was mailed to the District/Entity.

ARTICLE XXII

Effective Withdrawal

- A. The withdrawal of any District/Entity from this Agreement shall not terminate the same and no District/Entity, by withdrawing, shall be entitled to payment or return of any funds contributed, consideration of any property paid or donated by the District/Entity to the Pool or any distribution of Pool assets.
- B. The withdrawal of any District/Entity after the effective date of the Joint Protection Program shall not terminate its responsibilities to contribute its share of premiums or funds to any fund or insurance program created by the Pool until all claims or other unpaid liabilities, covering the period the District/Entity as a signatory hereto have been finally resolved and determination of the final amount of payments due by the District/Entity or credit to the District/Entity for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article XIII (C) of the Agreement.

ARTICLE XXIII

Termination of This Agreement

- A. This Agreement may be terminated by written consent by two-thirds of the Member Districts/Entities; provided, however, that this Agreement and the Pool shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Pool.

- B. Upon termination of this Agreement, all assets of the Pool shall be distributed only among the then existing Members of the Joint Protection Program, proportionate to their cash, including premiums (payments and the property at market value when received) contributions made during the previous five (5) years. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- C. The Board is vested with all the powers of the Pool for the purposes of winding up and dissolving the business affairs of the Pool. These powers shall include the power to require Member Districts/Entities, including those which were Member Districts/Entities at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of premiums deemed necessary by the Board for final disposition of all claims and losses covered by this Agreement.

The District's/Entity's share of such additional premium shall be determined on the same basis as provided for annual premiums in Article XIII (D) and (E) of this Agreement, and shall be treated as if it were next year's annual premium for that District/Entity subject to the limits described in Article XIII (H) of this Agreement.

ARTICLE XXIV

Provisions for Bylaws and Manual

The Board shall cause to be developed Bylaws and a policy and procedure manual to govern the day-to-day operation of the Pool. Each Member District/Entity shall receive a copy of any Bylaws, policy statement or manual developed under this Article.

ARTICLE XXV

Notices

Notices to Members hereunder shall be sufficient if mailed and/or emailed to the address(es) provided by the respective Member to the Pool.

ARTICLE XXVI

Amendment

This Agreement may be amended at any time by the written approval of all Member's Governing Body of the Districts/Entities signatory to it, or by an amendment adopted in the manner provided for in the Bylaws.

ARTICLE XXVII

Prohibition Against Assignment

No District/Entity may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or their party beneficiary of any District/Entity shall have any right, claim or title to any part, share, interest, fund, premiums or asset of the Pool.

ARTICLE XXVII

Limitation of Liability; Legal Action Against Pool

- A. **Liability Limitation:** In the event that any claim against a member is not covered or exceeds the applicable limits of coverage provided by the Pool, the liability for that obligation lies with the member.
- B. **Mediation:** The parties to any dispute between the Pool or its members concerning this agreement shall seek to first resolve the dispute between them and if such efforts are not successful, the parties agree to resolve it through mediation with a neutral third party.
- C. **Venue for Litigation:** Venue for any dispute concerning this agreement may only be laid in the King County Superior Court.
- D. **Governing Law:** This agreement shall be governed by the laws of Washington except for the Washington laws on conflict of laws. Therefore the substantive laws of Washington shall govern in all respects.

ARTICLE XXIX

Agreement Complete

The following completes the Agreement of the Parties. There are no oral understandings or agreements, not set forth in writing herein.

WATER AND SEWER RISK MANAGEMENT POOL

**Confirmation of Approval and Acceptance
of the
Amended Interlocal Governmental Agreement**

To: Cary Ecker, Executive Director of the Water and Sewer Risk Management Pool

Donna Cross, confirms that:

1. I am the Board President of the Clearview Water Supply Agency.
2. On July 19, 2024, in an open public meeting, the Board of Directors of the above-named Agency approved and accepted the Amended Interlocal Governmental Agreement of the Water and Sewer Risk Management Pool (“Pool”).
3. The Board’s action was by [Check One]:
[X] Resolution. [] Individual Motion. [] Part of an Approved Consent Agenda Motion.
4. The Board’s action authorized me to sign this Confirmation of Approval and Acceptance.
5. My signature below constitutes signing of the Pool’s Amended Interlocal Governmental Agreement on behalf of the above-named District/Entity.

Signature

Dated: _____, 2024

Donna Cross
Printed Name

Signed at: Lynnwood, Washington.

Board President
Title

Clearview Water Supply Agency
Name of District/Entity

INTERLOCAL GOVERNMENTAL AGREEMENT
CREATING THE WATER AND SEWER INSURANCE POOL

This agreement is made and entered into in the State of Washington by and among the Municipal Corporations organized and existing under the laws of the State of Washington, hereinafter collectively referred to as Member Districts/Entities, and individually as Member Districts/Entities. Said Districts/Entities are sometimes referred to herein as "Parties."

RECITALS

Whereas, Chapter 39.34 RCW provides that two or more local governmental entities may, by interlocal governmental agreement, join together for any common purpose and Chapter 48.62 RCW authorizes such governmental entities to form a joint pool for insurance or for self-insurance, and;

Whereas, each of these Parties in these agreements desires to join together with the other Parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Protection Program for said Parties, and;

Whereas, it appears economically feasible and practicable for the Parties to this agreement to do so;

Now Therefore, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the Parties hereto agree as follows:

ARTICLE I

Definitions

The following definitions shall apply to the provisions of this agreement:

- A. "Pool" shall mean ~~the Water and Sewer Insurance Pool, also known as~~ the Water and Sewer Risk Management Pool created by this agreement.
- B. "Board of Directors" or "Board" shall mean the Governing Body of the Pool.
- C. "Claims" shall mean demands made against the Pool arising out of occurrences which are within the Pool's Joint Protection Program as developed by the Board of Directors.
- D. "Excess Insurance" shall mean the insurance purchased on behalf of the Pool to protect the funds and assets of the Pool and its Members against catastrophic losses and unusual frequency of losses during a single year.
- E. "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Pool.
- F. "Fiscal Year" shall mean the period from November 1 through October 31 which is established as the Fiscal Year of the Pool.

- G. "Insurance" shall mean and include self-insurance through a funded program and/or any commercial insurance contract.
- H. "Executive Director" shall mean the employee of the Pool who is appointed by the Board of Directors and responsible for the management and administration of the Pool and Joint-Protection Program of the Pool.

ARTICLE II

Purposes

This Agreement is entered into by municipal or governmental or public entities or agencies which provide public water and/or sewer services, in order to provide more comprehensive and economical liability coverage, to provide for economical or self-insurance pooling of all forms of insurance available or required by law for municipal corporations and other governmental entities or agencies, and for which state law authorizes formation of pooling organizations to provide such insurance, to reduce the amount and frequency of Member's losses, and to decrease the cost incurred by the Members and their handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate entity, Water and Sewer Insurance Pool, also known as the Water and Sewer Risk Management Pool, to administer a Joint-Protection Program wherein Members will pool their losses and claims, jointly purchase excess insurance, and administrative and other services including claims adjusting, data processing, risk management consulting, loss prevention, legal and other related services.

It is also the purpose of this Agreement to provide to the extent permitted by law, for the inclusion at a subsequent date ~~such municipal and any local~~ governmental entities, nonprofit corporations or any other entity eligible to join per RCW 42.68, as amended, ~~or agencies~~ which provide ~~public~~ water and/or sewer service which may desire to become parties of this agreement and members of this Pool, subject to the approval of the Board of Directors.

ARTICLE III

Parties to the Agreement

Each Party to this Agreement certifies that it intends to and does contract with all other Parties who are signatories of this Agreement and, in addition, with such Parties as may later be added to as signatories of this Agreement pursuant to Article XIX. Each party of this Agreement also certifies that the deletion of any party from this Agreement pursuant to Article XX and XXI, shall not affect this Agreement.

ARTICLE IV

Term of Agreement

This Agreement shall become effective on December 1, 1987, and shall continue for not less than five years and until and unless terminated as hereinafter provided.

ARTICLE V

Creation of the Pool

Pursuant to Chapter 48.62 RCW, ~~there is hereby created~~in 1988 a public entity separate and apart from the parties hereto, ~~was created to be~~that was known as the Water and Sewer Insurance Pool, also known as the Water and Sewer Risk Management Pool, with such powers as are hereinafter set forth. Effective in 2024, the Pool's official name was changed and simplified to the Water and Sewer Risk Management Pool.

Pursuant to Chapter 48.62 RCW, the debts, liabilities and obligations of the Pool shall not constitute debts and liabilities or obligations of any party to this Agreement.

ARTICLE VI

Powers of Pool

- A. The Pool shall have the powers common to any of its Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:
 - 1. To make and enter into contracts;
 - 2. To incur debts, liabilities or obligations;
 - 3. To acquire, hold or dispose of property; contribution and donation of property, funds, services and other forms of assistance from persons, firms corporations and governmental entities;
 - 4. To sue and be sued in its own name; and
 - 5. To exercise all powers necessary and proper to carry out the terms and provisions of the Agreement, or as otherwise authorized by law.
- B. Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE VII

Board of Directors

- A. The Pool shall be governed by a Board of Directors which is hereby established and which shall be composed of one representative from each Member District/Entity, who is an employee, official or designated agent of that member, as appointed by that Member's governing body. Each Member's Governing Body, in addition to appointing a member of the Board of Directors, shall appoint at least one alternate who also shall be an officer, employee or designated agent of that member. The alternate appointed by the Member shall have the authority to attend, participate in, and vote at any meeting of the Board when the regular Member for whom he or she is an alternate is absent from said meeting.
- B. Each representative or alternate to the Pool Board shall be appointed for a term of one year and until a successor is appointed. Each representative or alternate shall serve at the pleasure of the District/Entity by which he or she is an officer, an employee, or designated of that District/Entity. A representative or alternate may not represent more than three (3) Districts/Entities or be an employee or hired consultant of the Pool.
- C. Each member of the Board shall have one vote.

ARTICLE VIII

Powers of the Board of Directors

The Board of Directors of the Pool shall have the following powers and functions:

- A. The Board may elect from its Members, pursuant to Article X of this Agreement, an Executive Committee to which it may give authority to make and implement any decisions, including those involving the administration of the Pool, except those decisions that would require an amendment of this agreement under Article XXVI herein.
- B. The Board shall review, modify, if necessary and approve an annual operating budget of the Pool.
- C. The Board shall receive and review periodic accounting of all funds under Article XIV and XV of this Agreement. The Board is authorized to establish a special fund with a Member District's/Entity's treasurer designated at the "Operating Fund of the Water and Sewer Insurance Pool Joint Board."
- D. The Board shall have the power to conduct on behalf of the Pool all business of the Pool which the Pool may conduct under the provisions hereof and pursuant to the law.
- E. The Board shall determine and select a Joint Protection Program for the Pool.
- F. The Board shall determine and select all necessary insurance, including excess insurance, necessary to carry out the Joint Protection Program of the Pool.
- G. The Board shall have the authority to contract for or develop various services for the Pool, including, but not limited to claims adjusting, loss control and risk management consulting services.
- H. The Board shall appoint an Executive Director for the Pool and shall receive and act upon reports of the Executive Director.
- I. The Executive Director shall have the power to hire such persons as the Board authorizes for the administration of the Pool, including the "borrowing" of management-level employees from one or more of the Members to assist in the development phases of the Joint Protection Program for the Pool subject to the approval of the Member Districts/Entities.
- J. The Executive Director shall have the general supervisory control over the day-to-day decisions and operations and administrative activities of the Pool.
- K. The Board shall have such other powers and functions as are provided in this Agreement, including, but not limited to the power to authorize contracts and as may be allowed by law.

ARTICLE IX

Meetings of the Board of Directors

- A. **Meetings.** The Board shall provide for its regular and special meetings, provided, however, that it shall hold at least one regular meeting annually, as set forth in the Bylaws of the Pool.
- B. **Minutes.** The Board of the Pool shall cause minutes of the meetings to be kept and shall, as soon as possible, after each meeting cause a copy of the minutes to be forwarded to each Member of the Board and to its Member Districts/Entities.

- C. Quorum. In order for a meeting to be held, there must be in attendance at that meeting, at least twenty (20%) percent of the designated representatives of the Members. Such membership attendance would constitute a quorum for the transaction of business. A duly held meeting in which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum. A vote of the majority of those present at the meeting shall be sufficient to constitute an action by the Board.

ARTICLE X

Executive Committee

There shall be an Executive Committee of the Board of Directors which shall consist of an odd number of Members of not less than five nor more than nine Members, as determined by the Board of Directors. Four Members of the Executive Committee shall be the President, the Vice President, the Secretary and the Treasurer of the Board of Directors. The election or selection of the Members of the Executive Committee shall be as specified in the Bylaws. The President of the Pool or the Vice President, in his or her absence, shall serve as the Chairperson of the Executive Committee. The Board of Directors may delegate any of the powers of the Board as outlined in Article VIII to the Executive Committee and may establish and delegate any other powers and duties the Board deems appropriate.

The Executive Committee shall meet ~~monthly~~at least quarterly.

ARTICLE XI

Officers of the Pool

- A. Election of Officers. The Board shall elect the President, Vice President, Secretary and Treasurer of the Pool at its annual meeting, each to hold office for a one year term and until its successor is elected. Only members of the Executive Committee shall be eligible for the offices of President, Vice President, Secretary and Treasurer.
- B. President and Vice President. In the event there is a vacancy in the President's position, the Vice President shall fill the position of the President for the unexpired term of the President. In the event of a vacancy in the Vice President's position, the Executive Committee shall fill from its Members the Vice President's position for the unexpired term of that position. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board and shall be a Member and Chairperson of the Executive Committee.
- C. Treasurer. The duties of the Treasurer are set forth in this Agreement and the Bylaws of the Pool.
- D. The Executive Director shall have the general administrative responsibility for the activities of the Pool and the Joint Protection Program and shall appoint all necessary employees thereof.
- E. Attorney. The Board of Directors shall select an attorney for the Pool. The attorney may be a legal counsel for a Member District/Entity. In the event the attorney is precluded from acting because of a conflict of interest or legal impediment, or for other good reason, the Board may employ independent counsel as the attorney for the Pool. The attorney shall serve at the pleasure of the Board of Directors.

ARTICLE XII

Insurance Coverage

- A. The insurance coverage provided for the Member Districts/Entities by the Pools shall allow or require protection for Comprehensive General Liability, Personal Injury, Errors and Omissions, Automobile Liability, Contractual Liability, and such other areas of coverage as the State shall require or the Board shall determine to be appropriate coverages.
- B. The Pool shall maintain insurance limits for Member Districts/Entities determined by the Board of Directors to be adequate. The Board may arrange purchase of Group Policies for Member Districts/Entities interested in obtaining additional coverage above this limit, at an additional cost to those participating Districts/Entities.
- C. The Board may arrange for purchase of any other insurance coverages deemed necessary to protect the funds of the Pool against catastrophes.
- D. The Board may arrange for such other insurance as may be deemed appropriate for the benefit of the Members.

ARTICLE XIII

Development of Joint Protection Program

- A. The Board of Directors shall adopt the Pool's Joint Protection Program, including the insurance coverages provided for in Article XII, the amount of initial premiums, the precise cost to Allocation Plan and Formula, the pro-forma financial statement of the Pool and the amount and type of excess insurance to be procured.
- B. The Joint Protection Program provided by the Pool shall extend to all District's/Entity's operations unless otherwise excluded by the Board of Directors.
- C. The premium for each District/Entity shall be determined by the Board in its discretion, based upon a fair formula which shall consider, but not be limited to, total District/Entity payroll, administrative experience of the District/Entity, previous loss experience of the District/Entity, the liability risks of the District/Entity, and the cost to the Pool of adding the District/Entity as a Member.
- D. The Cost Allocation Plan and Formula adopted by the Board shall provide for an adjustment in the Member District's/Entity's premiums annually in order to produce a premium for the following year for the District/Entity that is equal to the sum of the following three items:
 - 1. The amount of loss borne individually by the District/Entity as determined by the Board; and
 - 2. District/Entity share of Pool losses and other expenses as determined by the Board; and
 - 3. The District's/Entity contribution to a catastrophe fund and reserves for incurred, but not reported losses, the amount of such fund reserves to be determined by the Board.
- E. The Board may make such premium adjustments retrospective to the prior year and each Member District/Entity shall pay any additional premium required by such respective adjustment.
- F. The Board shall adopt criteria for determining each District's/Entity's annual share of Pool losses, expenses, and contributions to a catastrophe fund which may include the District's/Entity's payroll as compared to the total payroll of all Member Districts/Entities, the District's/Entity individual loss experience and such other criteria as the Board may determine to be relevant.
- G. The Pool shall provide Member Districts/Entities with an estimate of their upcoming annual premium including any annual readjustments within 14 days after receiving the final quotation for the Pool's annual

insurance premium-. Each Member' premium amount together with any readjusted amount due under Paragraph C above, shall be payable on or before 45 days after the Pool distribution of the final premiums.

- H. ~~Inasmuch as some~~In the event a Member ~~Districts/Entities may~~ experiences an unusually high frequency of ~~losses during a single fiscal year, which could increase their~~in its financial premium ~~substantially above prepaid premiums for that year and cause budgetary problems~~compared to the prior year and compared to other Pool Members in the current year, the ~~Board~~Executive Director in consultation with the Executive Committee may ~~provide~~in its discretion allow for the payment of a portion of such additional premiums to be made over a period of time, ~~not to exceed three years plus reasonable interest.~~

ARTICLE XIV

Accounts and Records

- A. Annual Budget. The Pool shall annually adopt an operating budget, pursuant to Article VIII (B) of this Agreement.
- B. Funds and Accounts. The Pool shall establish and maintain such funds and accounts as may be required by good accounting practice. Books and records of the Pool shall be in the hands of the Treasurer and shall be open to inspection at all reasonable times by representatives of Member Districts/Entities.
- C. Executive Director's Report. The Executive Director within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and Member Districts/Entities.
- D. The Board may provide for a certified annual audit of the accounts and records of the Pool. Such audit shall conform to generally accepted accounting and auditing standards. When such audit of the accounts and records is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each Member District/Entity. Such report shall be filed within six (6) months of the end of the year under examination.
- E. Cost. Any cost of the Audit, including contracts with/or employment of certified public accountants, in making an audit pursuant to this Article shall be borne by the Pool and shall be considered included within the term "administrative cost."

ARTICLE XV

Responsibility for Monies

- A. The Treasurer of the Pool shall have the custody of and disbursement of the Pool's funds subject to the Board's approval. He or she shall have authority to delegate the signatory function to such persons as are authorized by the Board.
- B. A Bond in the amount set by the Executive Committee, but not less than minimum bond required for district treasurers pursuant to RCW 57.20.135, shall be required by all officers and personnel authorized to disburse funds of the Pool. Such Bond shall be paid for by the Pool.
- C. The Treasurer's duties shall include:
1. Receive and receipt of all money of the Pool and place it in the Treasury to the credit of the Pool;

2. Be responsible upon his or her official bond for the safekeeping and disbursement of the Pool's money so held by him or her;
3. Pay, when due, out of the money of the Pool so held by him or her all sums payable on outstanding debts of the Pool;
4. Pay any other sums due from the Pool's money only upon a request for payment signed by the President of the Board and the Executive Director. The Board may designate an alternate signature for each; and
5. Verify the report in writing on the first day of July, October, January, and April of each year to the Pool and the Member Districts/Entities the amount of money held for the Pool, the amount of receipts since the last report and the amount paid out since the last report.

ARTICLE XVI

Responsibilities of the Pool

The Pool may perform the following function in discharging its responsibilities under this Agreement:

- A. Provide insurance coverage as necessary, including, but not limited to a Self-Insurance Fund and Commercial Insurance, as well as Excess Coverage and Umbrella Insurance by negotiation or bid and purchase, as necessary.
- B. Assist Districts/Entities in obtaining insurance coverages for Risk not included within the basic coverage of the Pool.
- C. Provide loss prevention and safety and consulting services to Member Districts/Entities.
- D. Provide claims adjusting services for claims covered by the Pool during protection program.
- E. Provide loss analysis by the use of statistical analysis, data processing, and record and file-keeping services in order to identify high exposure operations and to evaluate proper levels of self-insurance and deductibles.
- F. Provide Member Districts/Entities a review of their contracts to determine sufficiency of indemnity and insurance provisions.
- G. Conduct risk management audits to review the participation of each District/Entity in the program. The audit shall be performed by the Executive Director or, at the discretion of the Board, an independent auditor may be retained by contract to conduct these audits.
- H. The Pool shall have such other responsibilities as may be deemed necessary by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE XVII

The Responsibilities of Member Districts/Entities

Member Districts/Entities shall have the following responsibilities:

- A. The Governing Body of each District/Entity shall appoint a representative and at least one alternate representative to the Board of Directors of the Pool, pursuant to Article VII of this Agreement.
- B. The Governing Body of each Member District/Entity shall appoint an employee of the District/Entity to be responsible for risk management within that District/Entity to serve as the liaison between the District/Entity and

the Pool as to the risk management and loss control and safety recommendations. Such person shall consider all recommendations of the Pool concerning the development and implementation of a loss control policy to prevent unsafe policies.

- C. Each District/Entity shall maintain its own set of records as to loss log in the categories of loss to insure accuracy of the Pool's loss reporting system
- D. Each District/Entity shall pay its premium and any readjusted amount promptly to the Pool when due. After withdrawal or termination, each District/Entity shall pay promptly to the Pool its share of any additional premium and accrued interest at a rate determined by the Board when and if required by the Board under Article XXIII of this Agreement.
- E. Each District/Entity shall provide the Pool with such other information or assistance as may be necessary for the Pool to carry out the Joint Protection Program under this Agreement.
- F. Each District/Entity shall in any and all ways cooperate with and assist the Pool and any insured of the Pool in all matters relating to this Agreement and covered losses, and will comply with all the Bylaws, rules and regulations adopted by the Board of Directors of this Pool.

ARTICLE XVIII

Joint Protection Program

- A. Joint Protection Program. After this Agreement becomes effective, the Pool shall develop the details for the Joint Protection Program more fully described in Articles XII and XIII of this Agreement.

ARTICLE XIX

New Members

After the effective date of the Joint Protection Program is established by the Pool, additional Districts/Entities shall be permitted to become signatories to this Agreement or to enter the Joint Protection Program during the first year of operation; provided such new member pay its appropriate share as determined by the Board. Following the first year of operation, the Pool shall allow entering in the program of new Members approved by the Board at such times during the year as the Board deems appropriate. Districts/Entities entering under this Article will be required to pay their share of organizational expenses as determined by the Board, including those necessary to analyze their loss data and determine their premiums. It shall not be necessary for existing Member Districts/Entities to re-sign or ratify the Pool Interlocal Agreement in order to allow the joining to the Interlocal Agreement of new Member Districts/Entities. Once any Member District/Entity has signed the Interlocal Agreement, it shall represent said Member District's/Entity's agreement to be bound, in the future to all terms of the Interlocal Agreement, with any new Member whose membership has been approved by vote of the Board and who has completed the requirements of membership set forth in this section. Thereafter, the new Member shall be considered a Party to the Interlocal Agreement of the same extent as all original Members and for all purposes.

ARTICLE XX

Withdrawal

- A. A Member District/Entity may withdraw as a Party to this Agreement pursuant to the requirements of Article XVIII.
- B. A Member District/Entity which signs its initial Agreement and enters the Joint Protection Program pursuant to Article XVIII may not withdraw as a Party to this Agreement and as a member of this Pool for a one-year period commencing on the effective date of the Joint Protection Program as determined by Article XVIII.
- C. After the initial one-year non-cancelable commitment to the Program, a Member District/Entity may withdraw only at the end of any fiscal year, provided it has given the Pool six (6)-months written notice of its intent to withdraw from this Agreement and the Joint Protection Program. To rescind a notice of intent to withdraw, a Member must give the Pool not less than sixty (60) days notice before the policy renewal date. If at least sixty (60) days notice is not provided to the Pool, then the notice of withdrawal shall become effective as of the last date of the current policy year.

ARTICLE XXI

Cancellation

The Pool shall have the right to cancel any Member District's/Entity's participation in the Joint Protection Program upon a two-third's vote of the Executive Committee provided that the Executive Committee's decision to cancel is ratified by a two-third's vote at a meeting of the Board of Directors. Any District/Entity so cancelled shall be given written notice of the Executive Committee's decision to cancel. Cancellation shall be effective 180 days from the date the written notice was mailed to the District/Entity.

ARTICLE XXII

Effective Withdrawal

- A. The withdrawal of any District/Entity from this Agreement shall not terminate the same and no District/Entity, by withdrawing, shall be entitled to payment or return of any funds contributed, consideration of any property paid or donated by the District/Entity to the Pool or any distribution of Pool assets.
- B. The withdrawal of any District/Entity after the effective date of the Joint Protection Program shall not terminate its responsibilities to contribute its share of premiums or funds to any fund or insurance program created by the Pool until all claims or other unpaid liabilities, covering the period the District/Entity as a signatory hereto have been finally resolved and determination of the final amount of payments due by the District/Entity or credit to the District/Entity for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article XIII (C) of the Agreement.

ARTICLE XXIII

Termination of This Agreement

- A. This Agreement may be terminated by written consent by two-thirds of the Member Districts/Entities; provided, however, that this Agreement and the Pool shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Pool.

- B. Upon termination of this Agreement, all assets of the Pool shall be distributed only among the ~~Parties that have been~~then existing Members of the Joint Protection Program, ~~including any of those parties which previously withdrew pursuant to Article XX and XXI of this Agreement,~~ proportionate to their cash, including premiums (payments and the property at market value when received) contributions made during the ~~term of this Agreement~~previous five (5) years. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- C. The Board is vested with all the powers of the Pool for the purposes of winding up and dissolving the business affairs of the Pool. These powers shall include the power to require Member Districts/Entities, including those which were Member Districts/Entities at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of premiums deemed necessary by the Board for final disposition of all claims and losses covered by this Agreement.

The District's/Entity's share of such additional premium shall be determined on the same basis as provided for annual premiums in Article XIII (D) and (E) of this Agreement, and shall be treated as if it were next year's annual premium for that District/Entity subject to the limits described in Article XIII (H) of this Agreement.

ARTICLE XXIV

Provisions for Bylaws and Manual

The Board shall cause to be developed Bylaws and a policy and procedure manual to govern the day-to-day operation of the Pool. Each Member District/Entity shall receive a copy of any Bylaws, policy statement or manual developed under this Article.

ARTICLE XXV

Notices

Notices to Members ~~Districts/Entities~~ hereunder shall be sufficient if mailed and/or emailed to the ~~office of the manager of~~address(es) provided by the respective Member ~~District/Entity~~to the Pool.

ARTICLE XXVI

Amendment

This Agreement may be amended at any time by the written approval of all Member's Governing Body of the Districts/Entities signatory to it, or by an amendment adopted in the manner provided for in the Bylaws.

ARTICLE XXVII

Prohibition Against Assignment

No District/Entity may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or their party beneficiary of any District/Entity shall have any right, claim or title to any part, share, interest, fund, premiums or asset of the Pool.

ARTICLE XXVII

Limitation of Liability; Legal Action Against Pool

- A. **Liability Limitation:** In the event that any claim against a member is not covered or exceeds the applicable limits of coverage provided by the Pool, the liability for that obligation lies with the member.
- B. **Mediation:** The parties to any dispute between the Pool or its members concerning this agreement shall seek to first resolve the dispute between them and if such efforts are not successful, the parties agree to resolve it through mediation with a neutral third party.
- C. **Venue for Litigation:** Venue for any dispute concerning this agreement may only be laid in the King County Superior Court.
- D. **Governing Law:** This agreement shall be governed by the laws of Washington except for the Washington laws on conflict of laws. Therefore the substantive laws of Washington shall govern in all respects.

ARTICLE XXIX

Agreement Complete

The following completes the Agreement of the Parties. There are no oral understandings or agreements, not set forth in writing herein.

BOARD AGENDA ITEM SUMMARY

Date: July 17, 2024

To: Clearview Water Supply Agency Board of Directors
Donna Cross, President
Warren Schott, Secretary
John Warner, Board Member

From: Ashley Rindero, AWWD Finance Director

Subject: Resolution 24-2024
Local Government Investment Pool (LGIP) Authorization

Requested Action

Approve Resolution No. 24-2024 to authorize the addition of John McClellan, Ashley Rindero, and Alexis Dickie and the deletion of Jeff Clarke, Sri Krishnan, and Mike Pivec as authorized signatories for the purpose of investment of Clearview Water Supply Agency (CWSA) monies in the Local Government Investment Pool (LGIP).

Budget

No budget impact.

Location

Agency-wide.

Background

Clearview Water Supply Agency has been a member of the Local Government Investment Pool for many years. CWSA must update signatories when former authorized staff are no longer with AWWD.

Discussion

AWWD Management recommends approving Resolution No. 24-2024 to update the authorized signatories for LGIP. The following individuals shall be authorized to order the deposit or withdrawal of monies in the LGIP:

- 1) John McClellan, General Manager, AWWD
- 2) Ashley Rindero, Finance Director, AWWD
- 3) Alexis Dickie, Finance Manager, AWWD
- 4) Donna J. Cross, President, CWSA Board of Directors

**CLEARVIEW WATER SUPPLY AGENCY
SNOHOMISH COUNTY, WASHINGTON
RESOLUTION NO. 24-2024**

A RESOLUTION of the Board of Directors of Clearview Water Supply Agency of Snohomish County, Washington, authorizing the addition of John McClellan, Ashley Rindero, and Alexis Dickie and the deletion of Jeff Clarke, Sri Krishnan, and Mike Pivec as authorized signatories for the purpose of investment of Clearview Water Supply Agency (CWSA) monies in the Local Government Investment Pool (LGIP).

1 WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a
2 trust fund to be known as the public funds investment account (commonly referred
3 to as the Local Government Investment Pool (LGIP)) for the contribution and
4 withdrawal of money by an authorized governmental entity for purposes of
5 investment by the Office of the State Treasurer; and

6 WHEREAS, from time to time it may be advantageous to the authorized
7 governmental entity, CWSA, the “governmental entity”, to contribute funds
8 available for investment in the LGIP; and

9 WHEREAS, the investment strategy for the LGIP is set forth in its policies and
10 procedures; and

11 WHEREAS, any contributions or withdrawals to or from the LGIP made on
12 behalf of the governmental entity shall be duly authorized by the CWSA Board, the
13 “governing body” or any designee of the governing body pursuant to this resolution,
14 or a subsequent resolution; and

15 WHEREAS, the governmental entity will cause to be filed a certified copy of
16 said resolution with the Office of the State Treasurer; and

17 WHEREAS, the governing body and any designee appointed by the governing
18 body with authority to contribute or withdraw funds of the governmental entity has

19 received and read a copy of the prospectus and understands the risks and
20 limitations of investing in the LGIP; and

21 WHEREAS, form General Manager Jeff Clarke was named an approved CWSA
22 signatory through Resolution No. 14-2014 and subsequently resigned from
23 Alderwood Water & Wastewater District (AWWD) employment in August 2020;
24 Administrative Services Manager Mike Pivec was named an approved signatory
25 through Resolution No. 14-2014 and subsequently resigned from AWWD
26 employment in June 2019; and Finance Director Sri Krishnan was named an
27 approved CWSA signatory through Resolution No. 15-2014 and subsequently
28 resigned from AWWD employment in March 2020; and

29 WHEREAS, John McClellan was selected to serve as AWWD's General
30 Manager in May 2023; Ashley Rindero was selected to serve as AWWD's Finance
31 Director in October 2020; and Alexis Dickie was selected to serve as AWWD's
32 Finance Manager in September 2023; and

33 WHEREAS, the governing body attests by the signature of its members that it
34 is duly authorized and empowered to enter into this agreement, to direct the
35 contribution or withdrawal of governmental entity monies, and to delegate certain
36 authority to make adjustments to the incorporated transactional forms, to the
37 individuals designated herein.

38 NOW THEREFORE, BE IT RESOLVED that the governing body does hereby
39 authorize the contribution and withdrawal of governmental entity monies in the
40 LGIP in the manner prescribed by law, rule, and prospectus.

41 BE IT FURTHER RESOLVED that the governing body has approved the Local
42 Government Investment Pool Transaction Authorization Form (Form) as completed

43 by AWWD staff and incorporates said form into this resolution by reference and
44 does hereby attest to its accuracy.

45 BE IT FURTHER RESOLVED that the governmental entity designates John
46 McClellan, General Manager for the Alderwood Water & Wastewater District, the
47 “authorized individual” to authorize all amendments, changes, or alterations to the
48 Form or any other documentation including the designation of other individuals to
49 make contributions and withdrawals on behalf of the governmental entity.

50 BE IT FURTHER RESOLVED that this delegation ends upon the written notice,
51 by any method set forth in the prospectus, or the governing body that the authorized
52 individual’s employment with the Alderwood Water & Wastewater District has been
53 terminated or that his delegation has been revoked. The Office of the State
54 Treasurer will rely solely on the authorized individual’s instructions until such time
55 as said notice has been provided.

56 BE IT FURTHER RESOLVED that the Form as incorporated into this resolution
57 or hereafter amended by delegated authority, or any other documentation signed or
58 otherwise approved by the authorized individual shall remain in effect after
59 revocation of the authorized individual’s delegated authority, except to the extent
60 that the authorized individual whose delegation has been terminated shall not be
61 permitted to make further withdrawals or contributions to the LGIP on behalf of the
62 governmental entity. No amendments, changes, or alterations shall be made to the
63 Form or any other documentation until the entity passes a new resolution naming a
64 new authorized individual; and

65 BE IT FURTHER RESOLVED that the governing body acknowledges that it has
66 received, read, and understood the prospectus as provided by the Office of the
67 State Treasurer. In addition, the governing body agrees that a copy of the
68 prospectus will be provided to any person delegated or otherwise authorized to

69 make contributions or withdrawals into or out of the LGIP and that said individuals
70 will be required to read the prospectus prior to making any withdrawals or
71 contributions or any further withdrawals or contributions if authorizations are
72 already in place.

73 BE IT FURTHER RESOLVED that the following CWSA individuals shall be
74 authorized to order the deposit or withdrawal of monies in the LGIP:

- 75 1) John McClellan, General Manager, Alderwood Water & Wastewater
76 District
77 2) Ashley Rindero, Finance Director, Alderwood Water & Wastewater
78 District
79 3) Alexis Dickie, Finance Manager, Alderwood Water & Wastewater District
80 4) Donna J. Cross, President, Clearview Water Supply Agency Board of
81 Directors

82 PASSED AND ADOPTED by the Board of Directors of the Clearview Water Supply
83 Agency, Snohomish County, State of Washington, at a regular meeting thereof held this
84 17th day of July 2024.

Donna J. Cross, President

Warren Schott, Secretary

John Warner, Board Member

ATTEST:

Secretary

LOCAL GOVERNMENT INVESTMENT POOL AUTHORIZATION FORM

Please fill out this form completely, including any existing information, as this form will **replace** the previous form.

Entity Name: Clearview Water Supply Agency
Mailing Address: 3626 156th St SW Lynnwood, WA 98087

Email for Statement Delivery: accounting@awwd.com

Note: Statements can only be emailed to **ONE** address due to system restrictions

Bank account where funds will be wired when a withdrawal is requested.
 (Note: Funds **will not** be transferred to any account other than the one listed below)

Bank Name: Key Bank of Puget Sound
Branch Location: Washington
Bank Routing Number:
Accounting Number:
Account Name: Clearview Water Supply Agency

ACH Authorization: Yes No
 Account Type: Checking Savings General Ledger

By selecting "Yes" and by signing this form, I hereby authorize the WA Local Government Investment Pool to initiate credit entries to the account listed above. I acknowledge that the origination of ACH transactions to our account must comply with the provisions of U.S. law.

Persons authorized to make deposits and withdrawals for entity listed above.

Name:	Title:	Phone Number:	Signature:
John McClellan	General Manager	425-741-7971	
Ashley Rindero	Finance Director	425-741-7951	
Alexis Dickie	Finance Manager	425-741-7952	
Donna J. Cross	Board Member, CWSA	425-743-4605	

Online TM\$ Access: Yes No

If you selected yes, please complete the online section on page 2
 If you selected no, skip the online access section

TM\$ Online Web Access

Note: Online access is optional. Each person wanting Full online access must be listed as authorized to initiate transactions on page 1.

	Select one of the following:				Account Type:	
	Add	Delete	Modify	No Change	Full	View Only
Name: Betsie Devenny						
Email: bdevenny@awwd.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name: Alexis Dickie						
Email: adickie@awwd.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name: Ashley Rindero						
Email: arindero@awwd.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name: Natalie Salinas						
Email: nsalinas@awwd.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name: John McClellan						
Email: jmccllellan@awwd.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name:						
Email:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name:						
Email:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

By signing below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.

<i>(Authorized Signature)</i>	<i>(Title)</i>	<i>(Date)</i>
<i>(Print Authorized Name)</i>	<i>(E-mail address)</i>	<i>(Phone no.)</i>

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer.

OFFICE OF THE STATE TREASURER
STACI.ASHE@TRE.WA.GOV
 PHONE: (360) 333-1238

Date Updated: _____

Account Number: _____

Updated by: _____

(For OST use only) 11/9/22

State of Washington)
 County of _____) ^{SS.}
 Signed or attested before me by _____.
 Dated this ___ day of _____, 20__.

Signature of Notary

SEAL OR STAMP _____
Typed or printed name of Notary
 Notary Public in and for the State of Wash.



My appointment expires: _____

Date: July 17, 2024

Clearview Water Supply Agency Pump Station Monthly Operations Report for May/June 2024

1. Emergency Call Out Responses at the Pump Station

- 2 Call outs
 - Fire alarm low battery alarm.
 - Power outage

2. Pump Station Site

- General housekeeping and landscaping.
- Cleaned and wiped down pipe gallery.

3. Routine Maintenance

- We completed all the weekly reads and safety inspections to include the monthly fire extinguisher inspections. Mon/Wed/Fri
- Annual fire alarm certification was completed with vendor and filed with Fire Marshall's office.
- Pump 4 flow control valve rebuild.
- Pump motors 1 & 2 were greased.
- Replaced fire control panel UPS batteries.
- Cleaned pump room intake filters.

4. Average Set Point for Pumping Activity

- During May/June our flows ranged from 8.7-10.5 MGD.









**Clearview Water Supply Agency
Financial Report
May and June 2024**

CWSA's balances as of June 30, 2024

- Key Bank: **\$702,993.85** (see attached reconciliation and bank statement)
- Local Government Investment Pool (LGIP): **\$685,288.01** (see attached statement)
 - The net earnings rate for the month was **5.4042%**
 - The net earnings for the month amounted to **\$3,030.45**
- Combined monetary assets totaled: **\$1,388,281.86**

Expenses for May and June 2024 totaled \$ 1,011,784.63

May 2024 Disbursements for expenses incurred in the amount of **\$626,497.36**** (see attached disbursements).

- Wholesale water purchase of **\$585,232.29**** accounts for 93.4% of the month's total expenses.
- Power expenses payable to Snohomish County PUD of **\$23,396.78** account for an additional 3.7%.
- As of May 31, 2024, CWSA has spent **\$1,668,503.14** or 30.5% of the \$5,462,069.16 budgeted for the year.
- ****AWWD and the City of Everett have not yet come to an agreement on the 2024-2025 Water Rate. This amount is larger than normal because it includes the missing April bill that was mentioned at the May 15th meeting.**
- CWSA Water Consumption (in million gallons)

May 2024	May 2023	Variance	Jan-May 2024	Jan-May 2023	Variance
310.9	317.3	-6.4 -2.0%	1,214.9	1,375.7	-160.8 -11.7%

June 2024 Accounts Payable Voucher Packet for expenses incurred in the amount of **\$385,287.27** (see attached vouchers).

- Wholesale water purchase of **\$340,683.20** accounts for 88.4% of the month's total expenses.
- Power expenses payable to Snohomish County PUD of **\$24,634.67** account for 6.4% of the month's total expenses.
- As of June 30, 2024, CWSA has spent **\$2,053,790.41** or 37.6% of the \$5,462,069.16 budgeted for the year.

June 2024	June 2023	Variance	Jan-Jun 2024	Jan-Jun 2023	Variance
365.2	285.8	-79.4 -21.7%	1,741.0	1,500.8	-240.2 -13.8%

- The water utilization by CWSA member districts during June 2024 was as follows:
 SLWSD: 35.49%
 CVWD: 6.32%
 AWWD: 58.19%



KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

Public Sector Statement
June 30, 2024
page 1 of 2

479681120040

1 31 T 809 00000 R EM AO
CLEARVIEW WATER SUPPLY AGENCY
3626 156TH STREET SW
LYNNWOOD WA 98087-5021

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)

Public Transaction 479681120040
CLEARVIEW WATER SUPPLY AGENCY

Beginning balance 5-31-24	\$610,113.74
2 Additions	+93,359.79
1 Subtraction	-479.68
Ending balance 6-30-24	\$702,993.85

Additions

<i>Deposits</i>	<i>Date</i>	<i>Serial #</i>	<i>Source</i>	
	6-10		Deposit Branch 0475 Washington	\$47,558.42
	6-26		Deposit Branch 0475 Washington	45,801.37
Total additions				\$93,359.79

Subtractions

Paper Checks * check missing from sequence

<i>Check</i>	<i>Date</i>	<i>Amount</i>
2056	6-5	\$479.68

Paper Checks Paid \$479.68

Fees and charges

See your Account Analysis statement for details.

Local Government Investment Pool
Statement of Account for No: 00376
Primary Account
June 2024

ACCOUNTING
CLEARVIEW WATER SUPPLY AGENCY
3626 156TH ST SW
LYNNWOOD, WA 98087-2399

Date	Description	Comment	Deposits	Withdrawals	Balance
06/01/2024	Beginning Balance				682,257.56
06/30/2024	Month End Balance				682,257.56
	June Earnings	Daily Factor Earnings	3,030.45		
	Net Ending Balance				685,288.01

Account Summary

Beginning Balance:	682,257.56	Gross Earnings:	3,032.60
Deposits:	0.00	Administrative Fee:	2.15
Withdrawals:	0.00	Net Earnings:	3,030.45
Month End Balance:	682,257.56		
Administrative Fee Rate:	0.0038 %	Net Ending Balance:	685,288.01
Gross Earnings Rate:	5.4080 %		
Net Earnings Rate:	5.4042 %	Average Daily Balance:	682,257.56

Clearview Water Supply Agency
Budget Variance Report - Clearview
For the Five Months Ending Friday, May 31, 2024

Acct. #	Description	Actual	Budget	Variance		Actual YTD	Total Annual Bdg.	Variance	
		May	May	\$	%			\$	%
Clearview Water Supply Agency									
Administrative Expenses									
1-51-539-802-000	Financial Services	\$1,186.81	\$2,000.00	\$813.19	59%	\$5,731.46	\$24,000.00	\$18,268.54	24%
1-51-539-809-000	Professional Services	0.00	0.00	0.00	0%	5,244.38	0.00	(5,244.38)	0%
1-51-545-801-000	General Administrative	0.00	20.83	20.83	0%	0.00	249.96	249.96	0%
1-51-545-802-000	Meetings	0.00	20.83	20.83	0%	0.00	249.96	249.96	0%
1-51-555-100-000	Insurance	0.00	3,358.37	3,358.37	0%	0.00	40,300.44	40,300.44	0%
Pump Station - Operations									
1-51-515-101-000	Purchased Power	23,350.55	26,932.38	3,581.83	87%	122,509.98	323,188.56	200,678.58	38%
1-51-516-102-000	Diesel Fuel	0.00	250.00	250.00	0%	0.00	3,000.00	3,000.00	0%
1-51-531-108-000	Alarm Monitoring	0.00	166.67	166.67	0%	0.00	2,000.04	2,000.04	0%
1-51-533-101-000	Communication Services	1,442.24	1,500.00	57.76	96%	7,210.16	18,000.00	10,789.84	40%
1-51-545-105-000	Misc Expenses	0.00	100.00	100.00	0%	0.00	1,200.00	1,200.00	0%
Pump Station - Maintenance									
1-51-520-202-000	Maintenance Supplies	0.00	166.67	166.67	0%	0.00	2,000.04	2,000.04	0%
1-51-539-206-000	R&M - Structures, Grounds & Improvements	3,428.72	2,000.00	(1,428.72)	171%	6,933.31	24,000.00	17,066.69	29%
1-51-539-207-000	R&M - Electrical	261.00	5,208.33	4,947.33	5%	4,770.39	62,499.96	57,729.57	8%
1-51-539-208-000	R&M - Mechanical	581.66	1,666.67	1,085.01	35%	10,914.26	20,000.04	9,085.78	55%
1-51-539-209-000	R&M - Telemetry	2,415.59	4,666.67	2,251.08	52%	13,422.61	56,000.04	42,577.43	24%
1-51-539-210-000	R&M - Pumps	5,153.11	4,000.00	(1,153.11)	129%	22,363.99	48,000.00	25,636.01	47%
1-51-539-211-000	R&M - Back up Generator	130.92	4,000.00	3,869.08	3%	610.28	48,000.00	47,389.72	1%
Reservoir - Operations									
1-51-510-301-000	Purchased Power	46.23	35.83	(10.40)	129%	256.73	429.96	173.23	60%
1-51-533-301-000	Communication Services	0.00	79.17	79.17	0%	0.00	950.04	950.04	0%
Reservoir - Maintenance									
1-51-539-406-000	R&M - Structures, Grounds & Improvements	2,821.29	1,729.17	(1,092.12)	163%	16,204.00	20,750.04	4,546.04	78%
1-51-539-407-000	R&M - Electrical	0.00	479.17	479.17	0%	499.22	5,750.04	5,250.82	9%
1-51-539-408-000	R&M - Mechanical	424.85	166.67	(258.18)	255%	3,606.65	2,000.04	(1,606.61)	180%
1-51-539-409-000	R&M - Scada & Telemetry	0.00	1,020.83	1,020.83	0%	0.00	12,249.96	12,249.96	0%
Pipeline - Maintenance									
1-51-539-612-000	R&M - Pipeline & Appurtanences	0.00	666.67	666.67	0%	0.00	8,000.04	8,000.04	0%
1-51-539-613-000	R&M - Easement Maintenance	0.00	2,166.67	2,166.67	0%	0.00	26,000.04	26,000.04	0%
1-51-539-614-000	R&M - Cathodic Protection	22.10	1,500.00	1,477.90	1%	110.50	18,000.00	17,889.50	1%
1-51-539-616-000	R&M - SCADA & Telemetry	0.00	1,020.83	1,020.83	0%	0.00	12,249.96	12,249.96	0%
Source of Supply - Operations									
1-51-510-701-000	Purchased Water	585,232.29	390,250.00	(194,982.29)	150%	1,448,115.22	4,683,000.00	3,234,884.78	31%
Total Expenses		\$626,497.36	\$455,172.43	(\$171,324.93)	138%	\$1,668,503.14	\$5,462,069.16	\$3,793,566.02	31%

Clearview Water Supply Agency
Budget Variance Report - Clearview
For the Six Months Ending Sunday, June 30, 2024

Acct. #	Description	Actual	Budget	Variance		Actual YTD	Total	Variance		
		June	June	\$	%		Annual Bdg.	\$	%	
Clearview Water Supply Agency										
Administrative Expenses										
1-51-539-802-000	Financial Services	\$490.27	\$2,000.00	\$1,509.73	25%	\$6,221.73	\$24,000.00	\$17,778.27	26%	
1-51-539-809-000	Professional Services	0.00	0.00	0.00	0%	5,244.38	0.00	(5,244.38)	0%	
1-51-545-801-000	General Administrative	0.00	20.83	20.83	0%	0.00	249.96	249.96	0%	
1-51-545-802-000	Meetings	0.00	20.83	20.83	0%	0.00	249.96	249.96	0%	
1-51-555-100-000	Insurance	0.00	3,358.37	3,358.37	0%	0.00	40,300.44	40,300.44	0%	
Pump Station - Operations										
1-51-515-101-000	Purchased Power	26,268.48	26,932.38	663.90	98%	148,778.46	323,188.56	174,410.10	46%	
1-51-516-102-000	Diesel Fuel	0.00	250.00	250.00	0%	0.00	3,000.00	3,000.00	0%	
1-51-531-108-000	Alarm Monitoring	0.00	166.67	166.67	0%	0.00	2,000.04	2,000.04	0%	
1-51-533-101-000	Communication Services	3,228.78	1,500.00	(1,728.78)	215%	10,438.94	18,000.00	7,561.06	58%	
1-51-545-105-000	Misc Expenses	0.00	100.00	100.00	0%	0.00	1,200.00	1,200.00	0%	
Pump Station - Maintenance										
1-51-520-202-000	Maintenance Supplies	262.22	166.67	(95.55)	157%	262.22	2,000.04	1,737.82	13%	
1-51-539-206-000	R&M - Structures, Grounds & Improvements	2,205.99	2,000.00	(205.99)	110%	9,139.30	24,000.00	14,860.70	38%	
1-51-539-207-000	R&M - Electrical	1,888.67	5,208.33	3,319.66	36%	6,659.06	62,499.96	55,840.90	11%	
1-51-539-208-000	R&M - Mechanical	0.00	1,666.67	1,666.67	0%	10,914.26	20,000.04	9,085.78	55%	
1-51-539-209-000	R&M - Telemetry	0.00	4,666.67	4,666.67	0%	13,422.61	56,000.04	42,577.43	24%	
1-51-539-210-000	R&M - Pumps	5,637.58	4,000.00	(1,637.58)	141%	28,001.57	48,000.00	19,998.43	58%	
1-51-539-211-000	R&M - Back up Generator	145.17	4,000.00	3,854.83	4%	755.45	48,000.00	47,244.55	2%	
Reservoir - Operations										
1-51-510-301-000	Purchased Power	50.43	35.83	(14.60)	141%	307.16	429.96	122.80	71%	
1-51-533-301-000	Communication Services	0.00	79.17	79.17	0%	0.00	950.04	950.04	0%	
Reservoir - Maintenance										
1-51-539-406-000	R&M - Structures, Grounds & Improvements	4,064.50	1,729.17	(2,335.33)	235%	20,268.50	20,750.04	481.54	98%	
1-51-539-407-000	R&M - Electrical	0.00	479.17	479.17	0%	499.22	5,750.04	5,250.82	9%	
1-51-539-408-000	R&M - Mechanical	339.88	166.67	(173.21)	204%	3,946.53	2,000.04	(1,946.49)	197%	
1-51-539-409-000	R&M - Scada & Telemetry	0.00	1,020.83	1,020.83	0%	0.00	12,249.96	12,249.96	0%	
Pipeline - Maintenance										
1-51-539-612-000	R&M - Pipeline & Appurtanences	0.00	666.67	666.67	0%	0.00	8,000.04	8,000.04	0%	
1-51-539-613-000	R&M - Easement Maintenance	0.00	2,166.67	2,166.67	0%	0.00	26,000.04	26,000.04	0%	
1-51-539-614-000	R&M - Cathodic Protection	22.10	1,500.00	1,477.90	1%	132.60	18,000.00	17,867.40	1%	
1-51-539-616-000	R&M - SCADA & Telemetry	0.00	1,020.83	1,020.83	0%	0.00	12,249.96	12,249.96	0%	
Source of Supply - Operations										
1-51-510-701-000	Purchased Water	340,683.20	390,250.00	49,566.80	87%	1,788,798.42	4,683,000.00	2,894,201.58	38%	
Total Expenses		\$385,287.27	\$455,172.43	\$69,885.16	85%	\$2,053,790.41	\$5,462,069.16	\$3,408,278.75	38%	

CWSA Expense Allocation - June 2024

Acct No.	Category	Allocation Basis	Total Expense		AWWD		Cross Valley		Silver Lake
1.51.539.802	Financial Services	Equal Shares	490.27		163.43		163.42		163.42
1.51.533.101	Telephone Service	Base Pump Station	3,228.78	55.22%	1,782.94	17.91%	578.27	26.87%	867.57
1.51.539.206	Structures Grounds & Imp	Base Pump Station	2,205.99	55.22%	1,218.15	17.91%	395.09	26.87%	592.75
1.51.539.207	Electrical	Base Pump Station	1,888.67	55.22%	1,042.92	17.91%	338.26	26.87%	507.49
1.51.539.210	Pumps	Base Pump Station	5,637.58	55.22%	3,113.07	17.91%	1,009.69	26.87%	1,514.82
1.51.539.211	Back Up Generator	Base Pump Station	145.17	55.22%	80.16	17.91%	26.00	26.87%	39.01
1.51.520.202	Maintenance Supplies	Base Pump Station	262.22	55.22%	144.80	17.91%	46.96	26.87%	70.46
1.51.510.301	Purchased Power	Base Reservoir	50.43	63.03%	31.78	16.81%	8.48	20.16%	10.17
1.51.539.406	Structures, Grounds & Imp	Base Reservoir	4,064.50	63.03%	2,561.86	16.81%	683.24	20.16%	819.40
1.51.539.408	Mechanical	Base Reservoir	339.88	63.03%	214.23	16.81%	57.13	20.16%	68.52
1.51.539.614	R&M Cathodic Protection	Pipeline	22.10	63.03%	13.93	16.81%	3.71	20.16%	4.46
1.51.510.701	Purchased Water	Commodity	340,683.20	58.19%	198,246.43	6.32%	21,531.56	35.49%	120,905.21
1.51.515.101	Pump Station Power	Commodity	26,268.48	58.19%	15,285.89	6.32%	1,660.17	35.49%	9,322.42
		Total Expenses	<u>385,287.27</u>		<u>223,899.59</u>		<u>26,501.98</u>		<u>134,885.70</u>
							Total to 3 entities		<u>385,287.27</u>

Clearview Water Supply Agency (CWSA) Monthly Billing Reconciliation For Water

	Net Consumption		Everett	Beginning Elevation	Ending Elevation	Elevation Change	Elevation X 198,795	% of Total	Alderwood WWD			Silver Lake WSD			Cross Valley WD			Difference Between Everett's Bill & (7 Meters)	Total \$ Allocated				
	Everett	Gallons							Everett	Feet	Feet	Feet	Gallons	Consumption Gallons	\$ Amount Billed	% of Total	Consumption Gallons			\$ Amount Billed	% of Total	Consumption Gallons	\$ Amount Billed
January-23	35,264.700	X 7.48	263,799,294	\$ 376,521.31	43.22	45.63	2.41	479,096	67.835%	206,537,000	\$ 255,414.13	27.068%	82,505,024	\$ 102,029.90	5.067%	15,425,358	\$ 19,077.28	304,468,592	(41,149,394)	\$ 376,521.31			
February	34,276,700	X 7.48	258,407,540	\$ 365,972.75	45.63	46.35	0.72	143,132	70.187%	182,835,000	\$ 266,864.62	25.035%	65,216,128	\$ 91,622.04	4.778%	12,446,616	\$ 17,486.09	260,497,644	(3,233,237)	\$ 365,972.75			
March	40,132,400	X 7.48	300,211,221	\$ 428,493.11	46.35	45.30	(1.05)	-208,735	69.488%	194,350,000	\$ 297,752.27	25.407%	71,059,968	\$ 108,866.82	5.105%	14,277,694	\$ 21,874.02	279,687,662	20,732,294	\$ 428,493.11			
April	31,824,900	X 7.48	238,066,801	\$ 281,907.88	45.30	39.08	(6.22)	-1,236,505	67.083%	180,820,000	\$ 189,111.24	27.525%	74,193,344	\$ 77,595.37	5.392%	14,534,792	\$ 15,201.26	269,548,136	(30,244,830)	\$ 281,907.88			
May	42,417,100	X 7.48	317,301,965	\$ 375,735.01	39.08	45.17	6.09	1,210,662	56.649%	181,495,000	\$ 212,848.76	36.851%	118,067,072	\$ 138,463.48	6.500%	20,825,169	\$ 24,422.77	320,387,241	(4,295,938)	\$ 375,735.01			
June	48,822,200	X 7.48	365,215,444	\$ 432,471.83	45.17	44.58	(0.59)	-117,289	52.558%	193,646,000	\$ 227,299.54	40.118%	147,811,840	\$ 173,499.91	7.324%	26,983,029	\$ 31,672.38	368,440,869	(3,108,136)	\$ 432,471.83			
July	49,378,300	X 7.48	369,375,361	\$ 437,398.29	44.58	45.47	0.89	176,929	48.181%	178,213,000	\$ 210,743.08	43.723%	161,722,048	\$ 191,243.02	8.998%	29,945,695	\$ 36,412.18	369,881,039	(683,506)	\$ 437,398.29			
August	51,742,000	X 7.48	387,057,066	\$ 458,335.63	45.47	43.18	(2.29)	-455,241	50.685%	195,552,000	\$ 232,307.63	41.427%	159,832,704	\$ 189,874.59	7.888%	30,433,231	\$ 36,153.41	385,817,935	1,694,371	\$ 458,335.63			
September	45,697,900	X 7.48	341,844,055	\$ 404,796.22	43.18	43.84	0.66	131,205	59.159%	204,839,000	\$ 239,474.93	34.851%	120,672,960	\$ 141,077.38	5.989%	20,737,445	\$ 24,243.91	346,249,405	(4,536,555)	\$ 404,796.22			
October	34,528,100	X 7.48	258,288,143	\$ 305,853.10	43.84	43.43	(0.41)	-81,506	64.231%	167,959,000	\$ 196,453.95	30.100%	78,708,928	\$ 92,062.23	5.668%	14,822,261	\$ 17,336.92	261,490,189	(3,120,540)	\$ 305,853.10			
November	33,231,300	X 7.48	248,587,404	\$ 294,366.01	43.43	43.81	0.38	75,842	67.339%	170,725,000	\$ 198,223.79	27.298%	69,207,808	\$ 80,355.16	5.363%	13,596,982	\$ 15,787.06	253,529,790	(5,017,928)	\$ 294,366.01			
December	36,629,700	X 7.48	274,009,203	\$ 324,469.36	43.81	39.61	(4.20)	-834,939	68.759%	191,707,000	\$ 223,101.06	25.872%	72,133,697	\$ 83,946.36	5.369%	14,970,383	\$ 17,421.94	278,811,080	(3,966,938)	\$ 324,469.36			
'23Totals	483,945,300		3,620,162,496	\$ 4,486,320.49					60.79%	2,248,678,000	\$ 2,739,595.01	33.01%	1,221,132,417	\$ 1,470,636.25	6.19%	229,000,065	\$ 276,089.23	3,698,810,482	-77,930,336	\$ 4,486,320.49			
January-24	32,913,100	X 7.48	246,207,103	\$ 291,547.53	39.61	45.42	5.81	1,154,999	62.577%	156,854,000	\$ 182,442.65	31.151%	78,082,751	\$ 90,820.92	6.271%	15,719,527	\$ 18,283.96	250,656,278	(5,604,174)	\$ 291,547.53			
February	30,302,100	X 7.48	226,675,465	\$ 268,419.38	45.42	43.06	(2.36)	-469,156	64.426%	148,606,000	\$ 172,933.02	29.662%	68,418,432	\$ 79,618.63	5.912%	13,635,567	\$ 15,867.73	230,659,999	(3,515,378)	\$ 268,419.38			
March	33,562,800	X 7.48	251,067,197	\$ 299,249.54	43.06	46.17	3.11	618,252	65.227%	166,209,000	\$ 195,190.58	29.089%	74,122,752	\$ 87,047.41	5.688%	14,485,698	\$ 17,011.54	254,817,450	(4,368,506)	\$ 299,249.54			
April	24,073,500	X 7.48	180,082,298	\$ 214,642.00	46.17	43.55	(2.62)	-520,843	53.084%	104,686,000	\$ 113,939.51	39.470%	77,838,144	\$ 84,718.49	7.447%	14,685,869	\$ 15,984.00	197,210,013	(16,606,872)	\$ 214,642.00			
May	41,564,200	X 7.48	310,921,829	\$ 370,590.29	43.55	43.35	(0.20)	-39,759	63.872%	201,325,000	\$ 236,702.00	30.156%	95,053,504	\$ 111,756.39	5.972%	18,824,115	\$ 22,131.90	315,202,619	(4,241,031)	\$ 370,590.29			
June	38,209,900	X 7.48	285,829,921	\$ 340,683.20	43.35	44.19	0.84	166,988	58.191%	167,111,000	\$ 198,246.43	35.489%	101,916,544	\$ 120,905.21	6.320%	18,149,941	\$ 21,531.56	287,177,485	(1,514,551)	\$ 340,683.20			
July	0	X 7.48	0	\$ 0.000%				0	0.000%		\$ -	0.000%		\$ -	0.000%		\$ -			\$ -			
August	0	X 7.48	0	\$ 0.000%				0	0.000%		\$ -	0.000%		\$ -	0.000%		\$ -			\$ -			
September	0	X 7.48	0	\$ 0.000%				0	0.000%		\$ -	0.000%		\$ -	0.000%		\$ -			\$ -			
October	0	X 7.48	0	\$ 0.000%				0	0.000%		\$ -	0.000%		\$ -	0.000%		\$ -			\$ -			
November	0	X 7.48	0	\$ 0.000%				0	0.000%		\$ -	0.000%		\$ -	0.000%		\$ -			\$ -			
December	0	X 7.48	0	\$ 0.000%				0	0.000%		\$ -	0.000%		\$ -	0.000%		\$ -			\$ -			
'24Totals	200,625,600		1,500,783,813	\$ 1,785,131.94					61.52%	944,781,000	\$ 1,099,454.19	32.26%	495,432,127	\$ 574,867.05	6.22%	95,500,717	\$ 110,810.70	1,535,723,844	-35,850,512	\$ 1,785,131.94			

Clearview Water Supply Agency

Alderwood Water & Wastewater District

AWWD @ CVR

Date Read	Meter Reading	Total Calculated Gallons	Total Calculated CCF
			0.0013369
2/1/2023	2,236,147,000	206,537,000	276,119
3/1/2023	2,418,982,000	182,835,000	244,432
3/31/2023	2,613,332,000	194,350,000	259,826
5/1/2023	2,794,152,000	180,820,000	241,738
6/1/2023	2,975,647,000	181,495,000	242,640
7/3/2023	3,169,293,000	193,646,000	258,885
8/1/2023	3,347,506,000	178,213,000	238,253
9/1/2023	3,543,058,000	195,552,000	261,433
10/2/2023	3,747,897,000	204,839,000	273,849
11/1/2023	3,915,856,000	167,959,000	224,544
12/1/2023	4,086,581,000	170,725,000	228,242
1/2/2024	4,278,288,000	191,707,000	256,293
2/1/2024	4,435,142,000	156,854,000	209,698
3/1/2024	4,583,748,000	148,606,000	198,671
4/1/2024	4,749,957,000	166,209,000	222,205
5/1/2024	4,854,643,000	104,686,000	139,955
6/3/2024	5,055,968,000	201,325,000	269,151
6/26/2024	5,190,011,000	134,043,000	179,202
6/26/2024	0	0	-
7/1/2024	33,068,000	33,068,000	44,209

Clearview Water Supply Agency

Silver Lake Water District			Silver Lake Water District			Silver Lake Water District				Silver Lake Water District			Silver Lake Water District			Total Consumption Gallons	Total Consumption CCF
7429 Cathcart Way Meter #4			14932 Snoh-Cascade DR. Meter #5*			3917 180th St SE #8				Snoh-Cascade Dr Meter #9			Meter #7 - 7809 132nd Place SE				0.001336898
Date Read	Meter Reading	Consumption Gallons	Date Read	Meter Reading	Consumption Gallons	Date Read	Meter Reading 2"	Meter Reading 8"	Consumption Gallons	Date Read	Meter Reading	Consumption Gallons	Date Read	Meter Reading	Consumption Gallons		
2/1/2023	3,942,813,952	39,977,984	2/1/2023	561,809,152	20,044,992	2/1/2023	0	24,000	0	2/1/2023	1,838,416,000	22,482,048	2/1/2023	13,713	0	82,505,024	110,301
3/1/2023	3,974,277,888	31,463,936	3/1/2023	577,618,304	15,809,152	3/1/2023	0	24,000	0	3/1/2023	1,856,359,040	17,943,040	3/1/2023	13,713	0	65,216,128	87,187
3/31/2023	4,008,569,088	34,291,200	3/31/2023	594,826,112	17,207,808	3/31/2023	0	24,000	0	3/31/2023	1,875,920,000	19,560,960	3/31/2023	13,713	0	71,059,968	95,000
5/1/2023	4,044,372,992	35,803,904	5/1/2023	612,774,592	17,948,480	5/1/2023	0	24,000	0	5/1/2023	1,896,360,960	20,440,960	5/1/2023	13,713	0	74,193,344	99,189
6/1/2023	4,102,089,984	57,716,992	6/1/2023	641,694,656	28,920,064	6/1/2023	0	24,000	0	6/1/2023	1,927,790,976	31,430,016	6/1/2023	13,713	0	118,067,072	157,844
7/3/2023	4,173,880,064	71,790,080	7/3/2023	677,895,360	36,200,704	7/3/2023	0	24,000	0	7/3/2023	1,967,612,032	39,821,056	7/3/2023	13,713	0	147,811,840	197,609
8/1/2023	4,251,912,960	78,032,896	8/1/2023	717,425,408	39,530,048	8/1/2023	0	24,000	0	8/1/2023	2,011,772,032	44,160,000	8/1/2023	13,713	0	161,722,944	216,207
9/1/2023	4,328,686,080	76,773,120	9/1/2023	756,110,976	38,685,568	9/1/2023	0	24,000	0	9/1/2023	2,056,146,048	44,374,016	9/1/2023	13,713	0	159,832,704	213,680
10/2/2023	4,386,782,720	58,096,640	10/2/2023	781,246,400	25,135,424	10/2/2023	0	24,000	0	10/2/2023	2,093,586,944	37,440,896	10/2/2023	13,713	0	120,672,960	161,327
11/1/2023	4,424,513,024	37,730,304	11/1/2023	800,332,928	19,086,528	11/1/2023	0	24,000	0	11/1/2023	2,115,479,040	21,892,096	11/1/2023	13,713	0	78,708,928	105,226
12/1/2023	4,457,428,992	32,915,968	12/1/2023	817,092,864	16,759,936	12/1/2023	0	24,000	0	12/1/2023	2,135,010,944	19,531,904	12/1/2023	13,713	0	69,207,808	92,524
1/2/2024	4,491,305,984	33,876,992	1/2/2024	834,524,608	17,431,744	1/2/2024	0	24,000	0	1/2/2024	2,155,835,905	20,824,961	1/2/2024	13,713	0	72,133,697	96,435
2/1/2024	4,535,788,032	44,482,048	2/1/2024	849,456,256	14,931,648	2/1/2024	0	24,000	0	2/1/2024	2,174,504,960	18,669,055	2/1/2024	13,713	0	78,082,751	104,389
3/1/2024	4,573,389,824	37,601,792	3/1/2024	863,914,752	14,458,496	3/1/2024	0	24,000	0	3/1/2024	2,190,863,104	16,358,144	3/1/2024	13,713	0	68,418,432	91,468
4/1/2024	4,615,732,736	42,342,912	4/1/2024	875,916,800	12,002,048	4/1/2024	0	24,000	0	4/1/2024	2,210,640,896	19,777,792	4/1/2024	13,713	0	74,122,752	99,095
5/1/2024	4,660,343,808	44,611,072	5/1/2024	890,860,864	14,944,064	5/1/2024	0	24,000	0	5/1/2024	2,228,923,904	18,283,008	5/1/2024	13,713	0	77,838,144	104,062
6/3/2024	4,714,882,560	54,538,752	6/3/2024	909,162,496	18,301,632	6/3/2024	0	24,000	0	6/3/2024	2,251,137,024	22,213,120	6/3/2024	13,713	0	95,053,504	127,077
7/1/2024	4,773,793,792	58,911,232	7/1/2024	928,979,840	19,817,344	7/1/2024	0	24,000	0	7/1/2024	2,274,324,992	23,187,968	7/1/2024	13,713	0	101,916,544	136,252

Clearview Water Supply Agency

Cross Valley Water District			Cross Valley Water District			Cross Valley Water District			Total Consumption Gallons	Total Consumption CCF
Cross Valley Water @ CVR			Cross Valley Water @ CVPS			Cross Valley Water @ 77th and Lowell				
Date Read	Meter Reading	Calculated Gallons	Date Read	Meter Reading	Calculated Gallons	Date Read	Meter Reading	Calculated Gallons		
2/1/2023	23,331,100	8,509,092	2/1/2023	43,604,700	1,137,787	2/1/2023	43,781,062	5,779,689	15,426,568	20,624
3/1/2023	24,208,500	6,563,408	3/1/2023	43,730,200	938,805	3/1/2023	44,442,019	4,944,302	12,446,516	16,640
3/31/2023	25,264,700	7,900,925	3/31/2023	43,872,200	1,062,234	3/31/2023	45,152,469	5,314,535	14,277,694	19,088
5/1/2023	26,337,700	8,026,598	5/1/2023	44,023,200	1,129,559	5/1/2023	45,871,488	5,378,636	14,534,792	19,432
6/1/2023	28,048,900	12,800,666	6/1/2023	44,270,500	1,849,933	6/1/2023	46,696,908	6,174,571	20,825,169	27,841
7/3/2023	30,268,500	16,603,762	7/3/2023	44,602,300	2,482,037	7/3/2023	47,752,614	7,897,230	26,983,029	36,074
8/1/2023	32,815,900	19,055,877	8/1/2023	44,950,200	2,602,473	8/1/2023	48,860,511	8,287,646	29,945,995	40,035
9/1/2023	35,340,600	18,886,069	9/1/2023	45,322,700	2,786,494	9/1/2023	50,031,642	8,760,669	30,433,231	40,686
10/2/2023	36,960,500	12,117,694	10/2/2023	45,537,500	1,606,816	10/2/2023	50,969,135	7,012,935	20,737,445	27,724
11/1/2023	38,097,900	8,508,343	11/1/2023	45,688,500	1,129,559	11/1/2023	51,662,183	5,184,359	14,822,261	19,816
12/1/2023	39,100,400	7,499,221	12/1/2023	45,855,000	1,245,507	12/1/2023	52,310,835	4,852,254	13,596,982	18,178
1/2/2024	40,247,900	8,583,897	1/2/2024	46,014,200	1,190,899	1/2/2024	53,005,384	5,195,588	14,970,383	20,014
2/1/2024	41,470,300	9,144,188	2/1/2024	46,174,500	1,199,127	2/1/2024	53,724,079	5,376,212	15,719,527	21,015
3/1/2024	42,542,200	8,018,369	3/1/2024	46,313,500	1,039,792	3/1/2024	54,335,989	4,577,405	13,635,567	18,229
4/1/2024	43,664,800	8,397,632	4/1/2024	46,463,200	1,119,834	4/1/2024	55,000,145	4,968,232	14,485,698	19,366
5/1/2024	44,811,900	8,580,904	5/1/2024	46,619,800	1,171,449	5/1/2024	55,659,660	4,933,515	14,685,869	19,634
6/3/2024	46,239,000	10,675,450	6/3/2024	46,841,800	1,660,675	6/3/2024	56,526,978	6,487,990	18,824,115	25,166
7/1/2024	47,648,900	10,546,785	7/1/2024	47,048,300	1,544,727	7/1/2024	57,336,872	6,058,428	18,149,941	24,265

Clearview Water Supply Agency

Master Meter @ CVPS*

Billing	Date	Meter	Calculated									
Month	Read	Reading	Gallons									
				AWWD	SLWD	CVWD	Total Consumption Gallons	Difference		AWWD	SLWD	CVWD
	12/31/2010	188,740,000	New register 0 start									
January	2/1/2023	9,804,950,000	300,370,000	206,537,000	82,505,024	15,426,568	304,468,592	-4,098,592		276,119	110,301	20,624
February	3/1/2023	10,062,400,000	257,450,000	182,835,000	65,216,128	12,446,516	260,497,644	-3,047,644		244,432	87,187	16,640
March	3/31/2023	10,335,890,000	273,490,000	194,350,000	71,059,968	14,277,694	279,687,662	-6,197,662		259,826	95,000	19,088
April	5/1/2023	10,600,730,000	264,840,000	180,820,000	74,193,344	14,534,792	269,548,136	-4,708,136		241,738	99,189	19,432
May	6/1/2023	10,920,270,000	319,540,000	181,495,000	118,067,072	20,825,169	320,387,241	-847,241		242,640	157,844	27,841
June	7/3/2023	11,286,250,000	365,980,000	193,646,000	147,811,840	26,983,029	368,440,869	-2,460,869		258,885	197,609	36,074
July	8/1/2023	11,653,360,000	367,110,000	178,213,000	161,722,944	29,945,995	369,881,939	-2,771,939		238,253	216,207	40,035
August	9/1/2023	12,040,210,000	386,850,000	195,552,000	159,832,704	30,433,231	385,817,935	1,032,065		261,433	213,680	40,686
September	10/2/2023	12,380,360,000	340,150,000	204,839,000	120,672,960	20,737,445	346,249,405	-6,099,405		273,849	161,327	27,724
October	11/1/2023	12,637,830,000	257,470,000	167,959,000	78,708,928	14,822,261	261,490,189	-4,020,189		224,544	105,226	19,816
November	12/1/2023	12,887,590,000	249,760,000	170,725,000	69,207,808	13,596,982	253,529,790	-3,769,790		228,242	92,524	18,178
December	1/2/2024	13,161,330,000	273,740,000	191,707,000	72,133,697	14,970,383	278,811,080	-5,071,080		256,293	96,435	20,014
January	2/1/2024	13,407,690,000	246,360,000	156,854,000	78,082,751	15,719,527	250,656,278	-4,296,278		209,698	104,389	21,015
February	3/1/2024	13,633,520,000	225,830,000	148,606,000	68,418,432	13,635,567	230,659,999	-4,829,999		198,671	91,468	18,229
March	4/1/2024	13,884,580,000	251,060,000	166,209,000	74,122,752	14,485,698	254,817,450	-3,757,450		222,205	99,095	19,366
April	5/1/2024	14,065,030,000	180,450,000	104,686,000	77,838,144	14,685,869	197,210,013	-16,760,013		139,955	104,062	19,634
May	6/3/2024	14,377,040,000	312,010,000	201,325,000	95,053,504	18,824,115	315,202,619	-3,192,619		269,151	127,077	25,166
June	7/1/2024	14,664,620,000	287,580,000	167,111,000	101,916,544	18,149,941	287,177,485	402,515		223,410	136,252	24,265