

AGREEMENT

THIS AGREEMENT entered into between the CITY OF COLLEGE PLACE, a municipal Corporation of the State of Washington, hereinafter referred to as "College Place", and Consolidated Irrigation District No. 14, a Corporation of the State of Washington, hereinafter referred to as "District 14",

WITNESSETH:

WHEREAS, College Place and District 14 are water purveyors in Walla Walla County, Washington, and

WHEREAS, the two corporations have both entered into a study involving all of the water producers in the Walla Walla area known as the Coordinated Water System Plan, CWSP, and are in agreement with its findings,

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. TERM: The term of this Agreement shall be for a period of FIFTEEN (15) years, commencing December 5, 1984, and terminating December 5, 1999. This Agreement may be renewed for a further period of time, upon terms to be mutually agreed upon by the parties.

2. PURPOSE: The purpose of this Agreement is to provide for a water supply intertie between the two corporations, whereby College Place and District 14 will be able to inter-connect the two water systems through meters thereby providing District 14 with reservoir capacity and water demand equalization capabilities for more efficient system operation and for providing District 14 with an alternate source of supply, derived from surplus water supplied by the City of Walla Walla under the terms of an agreement between the Cities of College Place and Walla Walla.

3. CONSTRUCTION STANDARDS: All construction required under the terms of this Agreement shall be performed in accordance with the standards of AWWA, APWA, and the Walla Walla County minimum design standards, as appropriate.

4. DUTIES OF COLLEGE PLACE: College Place agrees to:

(a) Furnish and install an 8-inch water main from its existing main on West Whitman Drive to and connecting with a metering station provided by District 14 at S. W. Evans and West Whitman or in the near vicinity.

(b) Furnish potable water, free from contamination and meeting State of Washington Department of Social and Health Services Drinking Water Standards, to District 14, for a period of at least EIGHT (8) months of each year beginning October 1 of each year and extending through the winter months to June 1 of the following year, providing that surplus water supplied by the City of Walla Walla will be available. The actual availability of water from Walla Walla is dependent upon seasonal factors that may influence the production of water supply from the Mill Creek Watershed. At such times when surplus water is not available from the City of Walla Walla, District 14 shall have its wells in operation within SIX (6) hours of notification from College Place to commence operation of said wells.

(c) Provide sufficient water flow, which will normally range between 0.10 mgd and 0.50 mgd at a pressure of 65 psig minimum during the term of this Agreement.

(d) To charge District 14 a rate per 1,000 gallons to compensate College Place for the cost incurred in furnishing water to District 14 as follows:

(1) During the time when the City of Walla Walla is furnishing water to College Place (8 winter months), the charge would be equal to the cost incurred by College Place in obtaining the surplus water from Walla Walla. The rate upon execution of this Agreement will be TEN CENTS (\$00.10) per 1,000 gallons, subject to adjustment as is provided below.

(2) During the 4 summer months, or at other times when surplus water from Walla Walla is not available, a charge of THIRTY CENTS (\$00.30) per 1,000 gallons will be applied to the net volume of water transferred between District 14 and College Place, subject to adjustment as provided below. The intent of this Agreement is to minimize the net monthly transfer of water (generated from District 14 and College Place wells) between District 14 and College Place as near as is practically possible. As a measure of whether the intent of equalization is being accomplished, a base flow rate, calculated as the average of the previous year's 8-month winter monthly flow rate, shall be determined. Should the NET equalization flows at accounting exceed 10% of this base rate, the charge for the water shall be re-negotiated.

(3) The charge for water per 1,000 gallons will be determined annually. A pro rata adjustment will be made to both rates (summer and winter) based on a change in the Power Company's rate schedule. A charge will also be made for the actual direct costs incurred by College Place in the operation and maintenance of this Agreement and the facilities provided thereby, including but not limited to meter reading, billing, records maintenance, meter calibration or repair, and any taxes as required by the State of Washington.

(e) In the event that an emergency or breakdown should occur, making it impossible to deliver water to District 14, every effort will be made to return the delivery to normal use.

(f) An accounting of the equalization process will be made on a monthly basis to determine the net amount of water used during the past month in accordance with the above schedule and proposed uses. During the summer when water is not available from Walla Walla, a billing for any net amount of water used will be made upon the final accounting at the end of the 4-month summer period. During the time when water is available from Walla Walla, a billing for water consumed by District 14 will be made at the time of each monthly accounting.

5. DUTIES OF DISTRICT 14: District 14 agrees to :

(a) Furnish and install a service vault with meters for measuring the water flows to District 14 and to College Place, complete with the necessary valving equipment to meet DSHS Standards and design requirements.

(b) Operate, maintain and calibrate any equipment made a part of the water main interconnection, under the supervision of College Place. Meters shall be checked, and calibrated on an annual basis.

(c) Consume potable water from the College Place system only during the times when surplus water is available from the City of Walla Walla.

(d) Utilize the College Place system for the equalization of District 14 well production and water demand in a manner so as to minimize the net transfer of water between the District and College Place.

(e) An accounting of the equalization process will be made on a monthly basis for the net amount of water used during the past month in accordance with the above schedule and proposed uses. During the summer when water is not available from Walla Walla, payment for any net amount of water used will be due upon the final accounting at the end of the 4-month summer period. During the time when water is available from Walla Walla, payment for water consumed will be due at the time of each monthly accounting.

(f) Use due care and caution in the distribution of water so as not to cause any contamination or to waste or mismanage the water resources of either party.

(g) Adequately maintain and service its own wells, pumps, motors, or engines to be able to supply its own water supply at any and all times in the event that College Place is unable to supply the amounts specified herein.

(h) Begin operation of its own wells within SIX (6) hours of notification by College Place in the event of the unavailability of surplus water from the City of Walla Walla.

6. UMBRELLA AGREEMENT: Both parties will work to implement CWSP conjunctive use program and improve ground water management capability through appropriate administration and supervision.

7. TERMINATION: This Agreement may be terminated or modified by mutual agreement of the parties.

DATED this 26th day of March, 1985

CITY OF COLLEGE PLACE

BY George W. Small
Mayor

Attest:

Jaye Farnsworth
City Clerk

CONSOLIDATED IRRIGATION DISTRICT NO. 14

BY Erwin D. Fowler
Chairman

Approved:

Murray E. Taggart
Murray E. Taggart
College Place City Attorney