

AGREEMENT

THIS AGREEMENT entered into between the CITY OF WALLA WALLA, a Municipal Corporation of the State of Washington, hereinafter referred to as "Walla Walla", and the CITY OF COLLEGE PLACE, a Municipal Corporation of the State of Washington, hereinafter referred to as "College Place",

WITNESSETH:

WHEREAS, Walla Walla and College Place are municipalities operating as optional code cities under the provisions of Title 35A RCW and, as such, are authorized to enter into interlocal cooperation agreements as set forth in Chapter 39.34 RCW, and

WHEREAS, the cities wish to enter into an agreement providing for a water system intertie between the two cities that will be of mutual benefit,

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 an extended period of time, upon terms mutually agreed upon by the parties.

2. PURPOSE: The purpose of this agreement is to provide for a water intertie between the two cities, whereby Walla Walla will be able to sell surplus water not otherwise required, and College Place will be provided with a backup water source for emergency water needs and fire flow purposes.

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

4. DUTIES OF WALLA WALLA: Walla Walla agrees to:

(a) Furnish and install a 12-inch water main from the end of its existing 12-inch main on West Rose Street to and connecting with the College Place 12-inch water main at West Rose and Myra Road.

(b) Furnish and install meters, pumps, check valves and related equipment to pump water from the College Place water system to Walla Walla when deemed necessary by Walla Walla for emergency water supply purposes.

(c) Furnish potable water at the point of intertie, free from contamination and meeting State of Washington, Department of Social and Health Services (DSHS) Drinking Water Standards to College Place for a period of at least EIGHT (8) months of each year (provided that a surplus water supply is available) beginning October 1 of each year and extending through the winter months to June 1 of the following year. It is understood and agreed that allowances will be made for seasonal variation in the capacity and availability of water from Walla Walla's watershed. At such times when Walla Walla must use wells because of water quantity or quality, College Place shall have its wells in operation within SIX (6) hours of notification from Walla Walla to commence operation of said wells.

(d) Provide a sufficient water flow which will normally range between 0.8 mgd and 3.0 mgd during the term of this agreement.

(e) Operate, maintain and calibrate any equipment made a part of the water main interconnection.

(f) To charge College Place a rate per 1,000 gallons that will be equal to the electrical power and reasonable equipment maintenance costs that College Place would incur in pumping the same total volume from its wells. Any change will be based on a change in the power company's rate schedule and actual maintenance costs for College Place. The rate will be reviewed on January 1 of each year and may be subject to change. The rate upon execution of this agreement is TEN CENTS (10¢) per 1,000 gallons.

If each City's respective water distribution and supply system is operating normally and the City of Walla Walla has made its water supply available to the City of College Place, College Place agrees to pay a minimum annualized fee of \$10,000.00 whether or not it elects to accept water from the City of Walla Walla.

The metering equipment shall be inspected and tested periodically by Walla Walla and at other reasonable times upon request therefore by College Place. Any metering equipment found to be defective or inaccurate by an error in registration of more than plus or minus five percent (5%), at light load or at heavy load, shall be repaired, readjusted, or replaced. If any of the inspections or tests provided for herein disclose an error exceeding five percent (5%), either fast or slow, proper correction, based upon the inaccuracy found, shall be made of previous readings for the period of three (3) months immediately preceding the removal of such meter from service for test, or from the time the meter was in service since last tested, but not exceeding three (3) months, in the amount the meter shall have been shown to be in error by such test. Any correction in billing resulting from a correction in the meter records shall be made in the next monthly bill rendered, and such correction, when made, shall constitute full adjustment of any claim between College Place and Walla Walla arising out of such inaccuracy of metering equipment.

(g) Permit and provide for the use of water by College Place for emergency water needs and fire flow purposes at any time during the calendar year. In the event that an emergency should arise making it impossible to deliver water to College Place, every effort shall be made to expedite the repair.

(h) Permit College Place to enter into intertie agreements with other purveyors as provided in the Walla Walla/College Place Coordinated Water System Plan (CWSP) under same conditions as College Place plus their cost for transporting the water through their system.

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

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

(b) Furnish, install, and maintain a pressure reducing valve of a standard type and size, so specified and calibrated as to provide a pressure valve range at 50 to 140 psi and a flow capacity equal to that of the 12-inch water main supply, and any disinfection systems which may be necessary to maintain DSHS standards within the College Place water system.

(c) Accept potable water from Walla Walla from the agreed upon beginning date of reliable water flow until the termination of this agreement, except for temporary operation or maintenance purposes.

(d) Pay Walla Walla on a monthly basis for the water used during the past month in accordance with the above schedule and proposed uses. This shall include pass through charges for other purveyors even though College Place is not using Walla Walla water itself.

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

(f) Adequately maintain and service its own wells, pumps, motors, or engines so as to be able to supply its own water supply at any and all times in the event that Walla Walla is unable, due to emergency conditions only, to supply the amounts specified herein.

(g) Provide for any and all meters and/or charges and interconnecting controls downstream from the Walla Walla metered connection for the use of other water purveyors at no cost to Walla Walla. This shall include a back-flow preventer for potential College Place to Walla Walla water flows.

(h) Begin operation of its own wells within SIX (6) hours of notification by Walla Walla to do so when a water quantity or quality problem occurs.

6. TERMINATION: This agreement may be terminated at any time provided, that in the event that the terms and date of an earlier termination cannot be agreed upon, then this agreement shall remain in full force and effect and shall terminate on the date specified in Section 1 above.

7. UMBRELLA AGREEMENT: Both parties will work to implement CWSP conjunctive use program and improve ground water management capability through monitoring and reporting procedures established by DSHS.

DATED THIS 5th day of December, 1984

CITY OF WALLA WALLA

By: William F. Lee
Mayor

Attest:

Harve D. Kuzir
City Clerk

CITY OF COLLEGE PLACE

By: George W. Linnell
Mayor

Attest:

Jaye Farnsworth
City Clerk

Approved:

Thomas K. Baffney
Thomas K. Baffney
Walla Walla City Attorney

Murray Taggart
Murray Taggart
College Place City Attorney