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City of College Place

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 Walla Walla College, a Corporation of the State of Washington, hereinafter referred to as "Walla Walla College,"

W I T N E S S E T H:

WHEREAS, College Place and Walla Walla College are water producers in the City of College Place, 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 Consolidated Water Study Program, CWSP, and are in general agreement with its findings,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL CONVENANTS 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 intertie between the two corporations, whereby College Place and Walla Walla College will be able to inter-connect their two water systems through meters thereby providing Walla Walla College with reservoir capacity and

equalization capabilities for more efficient operation of its water system. Equalization is defined as that technique of equalizing the water flow between the two entities. For example, Walla Walla College and College Place will cooperate to jointly use their water services. During the summer months when there is not excess water available from the City of Walla Walla, as hereinafter defined by this agreement, Walla Walla College will obtain its water from College Place. During that period of time it will also operate its wells and pump water to the College Place reservoir in an amount equal to the water used by it and obtained from the College Place water system. Thus, the two parties will work together. Even though Walla Walla College has the capability during the summer months of using water from its own water system, this agreement is for the purpose of providing one joint water system, and during those months when there is not excess water received from the City of Walla Walla, as defined below, Walla Walla College will continue to use water from the College Place water system but will, in fact, return water from its wells to the College Place water system in an equal amount.

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 COLLEGE PLACE: College Place agrees to:

(a) Furnish and install an 8-inch water main from the end of its existing main on West Whitman Drive to and connecting with Walla Walla College's water main at S. W. 1st Street and S. W. Bade 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 Walla Walla College. For a period of at least EIGHT (8) months of each year (provided that a surplus water supply is available to College Place from the City of Walla Walla) beginning October 1 of each year and extending through the winter months to June 1 of the following year, water will be furnished without using equalization. It is understood and agreed that allowances will be made for seasonal variation in the capacity and availability of water. At such times when surplus water is not available from the City of Walla Walla because of water quantity or quality, Walla Walla College shall have its wells in operation within SIX (6) hours of notification from College Place to commence operation of said wells, in order to supply its own systems, or for the purpose of pumping into the College Place water system and reservoir as agreed by the parties.

(c) Provide sufficient water flow which will normally range between 0.10 mgd and 0.20 mgd during the term of this agreement.

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

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

(1) During the time when the City of Walla Walla is furnishing to College Place surplus or excess water, the charge from College Place to Walla Walla College will be equal to the cost of electrical power incurred by College Place for pumping that amount of water. Adjustments will be made from time to time by College Place, based upon changes in the Power Company's rate schedule. The rate upon execution of this agreement will be TEN CENTS (\$.10) per 1,000 gallons. In addition to the cost of electrical power, College Place shall also charge to Walla Walla College actual direct costs incurred by College Place in the operation and maintenance of the equipment installed pursuant to this agreement and including, but not limited to, meter reading, billing, record maintenance, meter calibration and repair and any taxes as required by the State of Washington, and a prorated cost of capital construction for the intertie distributed over a ten year period. The capital construction prorated cost shall not exceed \$965.00 Dollars per year and the other direct costs shall not exceed \$ 500.00 for the year 1985.

(2) During the four months when College Place is furnishing water from its own wells, or any time that the City

of Walla Walla is not able to furnish surplus or excess water to College Place, then College Place will charge Walla Walla College THIRTY CENTS (\$.30) per 1,000 gallons to the net volume of water supplied by College Place to Walla Walla College. The charge per 1,000 gallons will change whenever a change is made in the City's water rates. As provided in paragraph 2 of this agreement, the intent is to minimize the net monthly transfer of water between the College Place water system and the water system of Walla Walla College, as near as it is practicably possible. Thus, as water is used by Walla Walla College from the College Place system, it will be required to replace the water by pumping from its own wells into the College Place system reservoir. Should, at any time, Walla Walla College replace less than ninety percent (90%) of the water used from the College Place system, the charge for the water from the College Place system will be renegotiated, as it is recognized that the charge of THIRTY CENTS (\$.30) PER 1,000 gallons is below the charge by College Place to other customers and it is not the intent of this agreement that Walla Walla College should be able to avoid the equalization process and obtain cheap water.

(f) In the event that an emergency or break down should occur, making it impossible to deliver water to Walla Walla College, every effort will be made to return the delivery to normal use.

(g) An accounting of the water used will be made on a monthly basis. During the period of time when excess or

surplus water is available from the City of Walla Walla, the billing for the water consumed by Walla Walla College will be made on a monthly basis. During the months when excess or surplus water is not available from the City of Walla Walla, College Place will supply a billing to Walla Walla College for any net amount of water used. This billing normally covering the summer months will be made at the end of the four-months summer period.

5. DUTIES OF THE COLLEGE: Walla Walla College agrees to:

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

(b) Assist College Place, as necessary, in checking meters, calibrating meters, and otherwise operating and maintaining any equipment made part of the water main inter-connection system, it being understood that the expense of such operation and maintenance shall be the expense of College Place.

(c) Consume water from the College Place water system in an amount which is not equalized only during the times when surplus or excess water is available from the City of Walla Walla.

(d) Utilize the College Place water system during periods when surplus or excess water is not available from the City of Walla Walla and to replace the water used from its own

wells and water system by pumping to the College Place reservoir in a manner so as to minimize the net transfer of water between it and College Place.

(e) Pay College Place on a monthly basis for the net amount of water used during the past month in accordance with the above schedule and proposed uses, except as specified in 4(g).

(f) Use due care and caution in the distribution of water so as not to cause any contamination or to waste or to 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 should a water quantity or quality problem occur.

6. TERMINATION: Either party hereto shall have the absolute right to terminate this agreement at any time it is determined that the intertie system is not working as planned, or if it is not working as economically beneficial as planned. This agreement may be modified at any time by mutual agreement in writing of the parties.

7. UMBRELLA AGREEMENT: Both parties will work to implement CWSP conjunctive use program and improve ground water

management capability through appropriate administration and supervision.

DATED this 10th day of April, 1985

CITY OF COLLEGE PLACE

By: George W. Starnold
Mayor

Attest:

Laye Larnsworth
City Clerk

WALLA WALLA COLLEGE

By: RC Louch
President

Approved:

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

Approved:

Jane K. Hays
Walla Walla College Attorney