

Appendix C

Water Service Agreements

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**INTELOCAL AGREEMENT BY AND BETWEEN
CLARK PUBLIC UTILITIES
AND
THE CITY OF WOODLAND**

(WATER SUPPLY AND INTERTIE)

THIS AGREEMENT is made and entered into this 18th day of February, 2020, by and between Clark Public Utilities, a municipal corporation of the State of Washington, hereinafter referred to as "Clark," and the City of Woodland, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

IN CONSIDERATION of the mutual promises, agreements, and covenants contained herein, it is hereby agreed, by and between the Parties, as follows:

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for cooperative efforts between governmental entities; and

WHEREAS, Clark provides public water service within Clark County, WA and operates a satellite well and reservoir located near NW 49th Avenue and NW Hayes Road designed to supply potable domestic water service to up to 30 residential customers; and

WHEREAS, Clark has requested limited potable water supply from the City to address fluctuating water quality issues and enhance the manageability of the existing source water system within the Clark water service area; and

WHEREAS, such water supply will be provided by the City under this agreement, which is made pursuant to the Public Water System Coordination Act of 1977, RCW Chapter 70.116; and

WHEREAS, the City and Clark water systems are regulated by the Washington State Department of Health, and such are required to comply with WAC 246-290-132.

NOW THEREFORE, City and Clark having entered into this Agreement by their signature, agree with the following:

Section 1. **PURPOSE**

The purpose of this Agreement is to address source water quality and reliability issues at the existing satellite water system within the Clark water system area. Clark is requesting

the City to supply water service that is safe for human consumption and domestic use at a mutually acceptable location and flow rate.

The proposed location of source water supply is identified on Exhibit "A."

Section 2. TERM

This Agreement shall become effective upon the date of the last signature of the Parties and shall continue until terminated.

Section 3. ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties hereto shall be jointly responsible for administering the performance herein. The Parties will not acquire any jointly-owned real or personal property in connection with performance of this Agreement. The Parties shall each be responsible for their own individual financial costs of performance of this Agreement, except as otherwise described herein. No joint budget will be prepared to carry out the performance of this Agreement.

Section 4. TERMINATION

Either Party may choose to terminate this Agreement by notifying the other Party upon six months' written notice.

Section 5. CONDITIONS OF SERVICE

A. Metering

A water meter, capable of measuring domestic flows, will be installed prior to use at the source location. The meter will be set, owned, and maintained by the respective Party that is supplying the water.

Clark is responsible for a backflow device downstream of the meter per City Standard Detail DCVA per W-08.

B. Cost of Service

Clark shall design and construct, at its costs, a new water service line to facilitate the delivery of potable water under this agreement. Such water service line shall be constructed as directed by the City within the River Mist Subdivision, located in Cowlitz County, and extend under the North Fork of the Lewis River, into unincorporated Clark County, into the existing well house. Clark will design and construction a booster pump station to convey water to the Clark reservoir.

The cost of the water supplied shall be based on the supplying the City's commercial service rate. Volume and monthly charges will be limited to water usage only and will be paid monthly by Clark.

Clark will be responsible for payment of the System Development Charge for the domestic flow meter.

C. Service Limitations

The supplied source water will be used for domestic water service and serve a maximum of thirty (30) single family residences

Clark will be responsible for complying with state and federal water quality standards within its water system, including but not limited to its connection to City water, its conduit across the river, piping to its tank and distribution to its customers. The City will be responsible for complying with state and federal water quality standards within its water system up to, but no further than its connection to Clark's system. Clark will provide annual tank inspection and periodic monitor reports.

Clark will fill their existing 30,000 gallon HDPE reservoir tanks on the south side of the river nightly beginning no earlier than 7 PM and ending no later than 6 AM the next day at a rate not to exceed 50 GPM for peak demand. This will allow for water distribution pressure to the City's customers not to be adversely impacted by this agreement. Clark may, with notification to and an agreement by City, use water outside these hours for maintenance purposes.

City reserves the right to interrupt the supply of water for emergency repairs. City will provide Clark with notice of such repairs as soon as reasonably feasible, and the Parties agree to cooperate in a reasonable basis to ensure that the repairs are effected and the supply of water is maintained to Clark's customers.

D. Emergency Situation(s)

During times of emergencies, or high demand, the City and Clark will communicate their water needs and will attempt to set the supply to allow a minimum level of reasonably acceptable service for both purveyors. The City, however, reserves the right to restrict or stop water flow at the intertie when such service to Clark will adversely affect the service to the City's other customers. The city shall provide twenty-four (24) hour notice, or as soon as possible, to Clark in such event. In the event of an emergency resulting in the need immediately to curtail supply to Clark, the City will provide as much notice as reasonably possible.

E. Duration of Agreement

Duration of this agreement shall be for ten years from the below date, with an automatic renewal of an additional ten years at Clark's sole discretion. Any further renewal will be

as negotiated by the Parties.

Section 6. GENERAL TERMS

A. Force Majeure

Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result from acts of God, acts of civil and military authority, acts of public enemy, war, or any like cause beyond the Parties reasonable control.

B. Severability

Should any provision of this Agreement be held by a tribunal of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

C. Assignment

Neither Party shall assign this Agreement, or subcontract all or any part of such party's rights or obligations, or any other rights under it, or delegate any obligations under it, without first obtaining the written consent of the other Party.

D. Third Parties.

The terms of this Agreement are not intended to establish or create any rights in any persons or entities other than the Parties to this Agreement.

E. Entire Agreement

This Agreement comprises the entire understanding between the City and Clark with respect to the subject matter hereof, and there are no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein. Any and all prior negotiations, discussions, commitments, and understandings relating hereto are merged herein.

F. Notice.

Formal notice and official communication between the Parties regarding this agreement shall be sent by first class mail as follows:

To Clark Public Utilities:
Director of Water Services
P.O. Box 8900

To City of Woodland:
Director of Public Works
P.O. Box 9

Vancouver, WA 98668
360 992 8022
360 992 8027 (fax)
360 992 3000 (24-hour contact)

300 East Scott Avenue
Woodland, WA 98674
(360) 225-7999
(360) 225-7467 (fax)
After hours emergency: (360) 608-8722

G. Filing.

Each party shall ensure their compliance with the recording requirements of the Interlocal Cooperation Act, RCW 39.34 prior to its entry into force.

IN WITNESS WHEREOF, the Parties have executed this agreement at Woodland, Washington this 20th day of March, 2020.


Clark Public Utilities



Lena Wittler
General Manager/CEO

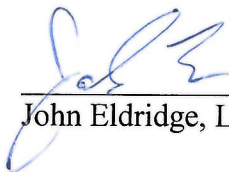
Date: 2-18-2020

City of Woodland

By: 
Title: Mayor

Date: 3/2/2020

Approved as to form:


John Eldridge, Legal Counsel

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