

Addendum A

FIRE HYDRANT INTERGOVERNMENTAL AGREEMENT

BETWEEN

**THE CITIES OF BATTLE GROUND, CAMAS, LA CENTER, RIDGEFIELD,
VANCOUVER, WASHOUGAL, THE TOWN OF YACOLT, CLARK COUNTY, AND
CLARK PUBLIC UTILITIES**

THIS AGREEMENT, entered into by and between the CITIES OF BATTLE GROUND, CAMAS, LA CENTER, RIDGEFIELD, VANCOUVER, WASHOUGAL; THE TOWN OF YACOLT; CLARK COUNTY; and CLARK PUBLIC UTILITIES (collectively the "Parties"), WITNESS THAT:

WHEREAS, the Parties conduct capital facilities and land use planning under the Growth Management Act as adopted by the State of Washington and subsequently amended; and

WHEREAS, Ch. 70.116 RCW Public Water System Coordination Act, and WAC 246-293-250 require the development of a Coordinated Water System Plan, including the establishment of future water service area boundaries; and

WHEREAS, the Parties intend to revise the existing Coordinated Water System Plan; and

WHEREAS, in conjunction with the revision of the Coordinated Water System Plan, but under the provisions of this separate agreement, the Parties intend to establish their respective responsibilities and obligations regarding the supply and servicing of fire hydrants and related infrastructure (collectively "Fire Hydrants") within the other Parties' jurisdictional boundaries, for general fire protection purposes; and

WHEREAS, Fire Hydrants are currently provided and maintained, or will be provided and maintained in the future, by individual Parties ("Serving Municipality") within the boundaries of another Municipality ("Benefited Municipality"); and

WHEREAS, it is recognized that the Supreme Court has issued opinions on the obligations to maintain fire hydrants based on the facts in those cases.

NOW THEREFORE, in accordance with the Interlocal Cooperation Act (Ch. 39.34 RCW) and in consideration of covenants, conditions, performances, and promises hereinafter contained, the undersigned Parties hereto agree to the following:

I. Purpose

The purpose of this Agreement is to establish the Parties' respective responsibilities and obligations regarding the supply and servicing of fire hydrants and related infrastructure within the other Parties' jurisdictional boundaries.

II. Effective Date

This Agreement shall become effective upon the occurrence of both the approval of this Agreement by the individual Parties' governing bodies and the execution of this document by their authorized representatives.

III. Duration

This Agreement shall remain effective with regard to the individual Parties until terminated. Such termination shall be effective one (1) year after the Party provides written notice (to all the other Parties) of such intent to terminate their participation in this Agreement.

IV. Property

Nothing in this Agreement shall create or transfer any real or personal property interest amongst the Parties.

V. Administration

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be individually administered by the respective Parties.

VI. Scope

If a Benefited Municipality wants the Serving Municipality to supply and/or service Fire Hydrants, within the Benefited Municipality's territorial boundaries, without making direct payment to the Serving Municipality for such services, Fire Hydrants shall be provided to the Benefited Municipality by the Serving Municipality directly or indirectly under the following conditions:

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- 1) If the Serving Municipality currently provides general water services within the boundaries of the Benefited Municipality, and the Benefited Municipality does not provide potable water services, the Benefited Municipality shall not develop its own potable water system to compete with the Serving Municipality.
- 2) If the Serving Municipality currently provides general water services within the boundaries of the Benefited Municipality, and the Benefited Municipality also provides general water services within its territorial boundaries, the Benefited Municipality shall not offer competing potable water service to the Serving Municipality's existing water customers in that service area. This provision, however, does not prohibit the transfer of water customers by mutual agreement between the Parties.
- 3) The Benefited Municipality authorizes the Serving Municipality to occupy its right-of-way, for water utility purposes only as currently needed to maintain existing fire hydrants or such extensions as are requested by the Benefited Municipality to supply new development within the Benefited Municipality. Such authorization is provided without cost or fee.
- 4) The Benefited Municipality shall not charge the Serving Municipality for its assistance (staff time) for the review and coordination of Capital Facility Plans, construction documents, Growth Management Plans, and water resource documents.
- 5) The Serving Municipality shall not be obligated to provide or maintain additional Fire Hydrants beyond the existing facilities currently maintained by the Serving Municipality or beyond agreed service areas. Service areas, if any, will be designated in a written document signed by both the Benefited Municipality and the Serving Municipality. Nothing in this Agreement obligates the Serving Municipality to provide general fire protection services within the Benefited Municipality's boundaries.
- 6) The Serving Municipality shall not assess a fee or other charge to the Benefited Municipality for providing Fire Hydrants, after the Effective Date of this Agreement, within the Benefited Municipality. The Parties recognize the mutual benefit and value of the exchange of services, access to right of way, and agreement not to compete, as noted above, and accept this exchange as fair and equitable compensation for these services.

VII. INTERPRETATION

This Agreement has been and shall be construed as having been made and delivered in the State of Washington and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Washington. Venue shall be Clark County, Washington.

VIII. AMENDMENTS/MODIFICATION

The provisions of this Agreement may be amended only upon the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Parties.

IX. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

X. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

XI. DOCUMENT FILING

The Parties agree that there shall be one (1) original of this Agreement procured and distributed for signature by the necessary officials of the Parties. Upon execution, this Agreement shall be retained by Clark Public Utilities and one copy shall be retained by each of the other Parties. Clark Public Utilities shall cause a copy of this Agreement to be recorded with the Clark County Auditor. Upon execution of the original and filing of a copy with the Clark County Auditor, each copy shall constitute an agreement binding upon all Parties.

IN WITNESS THEREOF, the undersigned Parties have caused this Agreement to be executed in their respective names by their duly authorized officers on the dates as set forth below.

John M. Williams, City Manager
City of Battle Ground

Date _____



Mayor Scott Higgins
City of Camas

Date 2/22/12

Commissioner Marc Boldt, Chair
Clark County Board of Commissioners

Date _____

Wayne Nelson, General Manager
Clark Public Utilities

Date _____

Mayor James T. Irish
City of La Center

Date _____

Justin Clary, City Manager
City of Ridgefield

Date _____

Eric Holmes, City Manager
City of Vancouver

Date _____

Mayor Sean Guard
City of Washougal

Date _____

Mayor James Weldon
Town of Yacolt

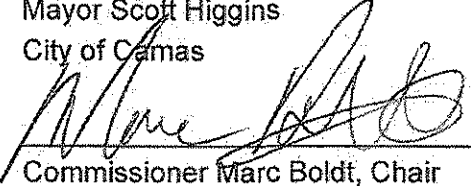
Date _____

John M. Williams, City Manager
City of Battle Ground

Date _____

Mayor Scott Higgins
City of Camas

Date _____



Commissioner Marc Boldt, Chair
Clark County Board of Commissioners

Date 1-10-12

Wayne Nelson, General Manager
Clark Public Utilities

Date _____

Mayor James T. Irish
City of La Center

Date _____

Justin Clary, City Manager
City of Ridgefield

Date _____

Eric Holmes, City Manager
City of Vancouver

Date _____

Mayor Sean Guard
City of Washougal

Date _____

Mayor James Weldon
Town of Yacolt

Date _____

APPROVED AS TO FORM ONLY:



Deputy Prosecuting Attorney