

**INTERLOCAL AGREEMENT: EMERGENCY INTERTIE
BETWEEN WATER SYSTEM OPERATIONS OF
THE CITY OF VANCOUVER
AND
THE CITY OF CAMAS**

THIS AGREEMENT is made and entered into this 2nd day of October, 2017, by and between the City of Camas, a municipal corporation of the State of Washington, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the "Parties".

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 Parties have developed a Coordinated Water System Plan ("CWSP") pursuant to the Public Water System Coordination Act of 1977, RCW Chapter 70.116; and

WHEREAS, the CWSP designates individual water service areas to avoid unnecessary duplication; and

WHEREAS, the CWSP anticipates the development of physical interconnection of those water systems at points known as interties; and

WHEREAS, water system interties provide mutual benefits to water system operators by creating water supply redundancies; and

WHEREAS, the City of Vancouver and the City of Camas are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements to jointly exercise their powers, privileges and authorities; and

WHEREAS, the Parties are entering into this Agreement to provide water service to each other during emergency conditions.

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

Section 1. PURPOSE

The purpose of this Agreement is to provide emergency water service to the requesting Party at a mutually acceptable intertie location. The intertie location is identified on Exhibit 'A.'

Section 2. CONDITIONS OF SERVICE

A. Metering

A water meter that can serve water flowing in both directions will be installed at the intertie location. The City of Vancouver will set, own and maintain the water meter.

B. Other Infrastructure

Each purveyor will own and maintain the intertie infrastructure on its respective side up to the intertie meter, including all fittings, valves, pressure reducing valves, booster pumps, piping, electrical connections, and pressure gauges. The City of Vancouver will own and maintain the meter and the meter vault and all other associated appurtenances within the vault.

C. Cost of Service

The cost of the water supplied through an intertie shall be based on the supplying Party's then current service rates, as follows:

1. When the City of Camas supplies water to the City of Vancouver, the usage charge will be based on the most current schedule of rates for the size of the meter installed based on the Inside City Commercial rate.
2. When the City of Vancouver supplies water to the City of Camas, the usage charge will be based on the inside city limits commercial rate.

Charges will be limited to water usage. There will be no monthly or system development charges.

D. Service Limitations

The Parties will use the intertie only for emergency water service. Emergency water service is defined as service during any event that requires either Party's water supply to be augmented on a temporary emergency basis and is not intended to supply base or peak supply. Because this Agreement covers only emergency water service, there is no specific time period in which water will be provided; emergency water service may be requested at any time.

Either Party can refuse to provide emergency water service if such use could result in a degradation of water quality. The City of Vancouver and the City of Camas will monitor water quality at the intertie and each water purveyor will continue to be responsible for water quality monitoring within their system. Each Party shall immediately notify the other in the event of any failed coliform bacteria sample within the system and shall discuss any potential necessary actions.

Either Party can refuse to provide emergency water service if the water is needed for their own system.

Each Party shall use reasonable efforts to provide an uninterrupted supply of water. However, neither Party guarantees the availability of water through the intertie at all times because of each Party's respective needs and water demands. Further, either Party may close the intertie until sufficient water supply exists to make water available for use by the other Party.

The volume of water made available by the supplying utility will be dependent on the size of the intertie meter and the capacity available from the supplying water system.

Neither Party will be liable for any loss or damage attributed to their failure to provide water through the intertie.

Either Party can choose to abandon the intertie if the cost to alter, maintain or replace the connection exceeds the benefit to either Party.

The City of Vancouver and the City of Camas will work together to design, construct and maintain future interties where financially feasible.

Operation of the intertie shall be under the mutual consent of the City of Vancouver Water Operations Superintendent and City of Camas Utilities Manager. Each Party shall notify the other Party in writing at least twelve (12) hours in advance of the time either party desires to receive water through the intertie. Such notice shall be delivered in person to ensure it is timely received. If an emergency requires immediate use of the intertie, verbal notification and approval will be permitted, with follow-up written notification to occur as soon as practicable under the circumstances. Follow-up written notification of such emergency request shall be made by each Party to the other party within not more than three (3) days after the initiation of such emergency water usage. Upon receiving a request, the responding Party will provide available water service within a reasonable amount of time.

Section 4. 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. Parties' Interests

Neither Party shall by virtue of this Agreement acquire any proprietary or governmental interest in the water system of the other Party. Each Party shall be solely responsible for the operation and maintenance of its own system of water distribution.

C. Water Use Efficiency Programs

Water use efficiency programs, data collection, water demand forecasting and other operational matters will be coordinated between the City of Vancouver and the City of Camas through the CWSP. Additional coordination activities are not necessary for emergency interties.

D. 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.

E. Assignment

Neither Party shall assign this Agreement, or any rights under it, or delegate any obligations under it, without first obtaining the written consent of the other Party.

F. Amendments

This Agreement may only be changed, modified, or amended upon the unanimous written approval of both parties.

G. 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.

H. Employment Status

In providing services under this Agreement, none of the officers, officials, agents or employees of the parties hereto are employees of the other party to this Agreement for any purpose, including responsibility for any Federal or State tax, industrial insurance, or Social Security liability.

I. Administration

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

Agreement, which shall each be individually responsible for financing its own actions pursuant to this Agreement.

J. Choice of Law

This Agreement is made and entered in the State of Washington. Any dispute concerning its terms shall be determined by the courts of competent jurisdiction in and for Clark County, Washington.

K. Effective Date and Duration

This Agreement shall become effective upon the occurrence of the approval of this Agreement by the Parties' respective governing bodies, execution of this document by their authorized representatives, and recording with the County auditor. This Agreement shall remain in effect until terminated by either Party in accordance with this Agreement.

L. Termination

Either party may terminate this Agreement by providing sixty (60) days prior written notice to the other party. Upon termination, each party continues to own, is responsible for, and may dispose of the intertie infrastructure for which they are the designated owner through this Agreement.

M. Notices

Any notice to be given or any documents to be delivered by any party to the other shall be delivered in person or, if not urgent, sent by regular U.S. mail and addressed to the parties to this Agreement at the following addresses:

For the City of Vancouver:

Director of Public Works
City of Vancouver
415 W. 6th Street
P.O. Box 1995
Vancouver, WA 98668-1995

For the City of Camas:

Public Works Director
City of Camas
616 NE 4th Avenue
Camas, WA 98607

N. Entire Agreement

This Agreement comprises the entire understanding between the City of Vancouver and the City of Camas 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.

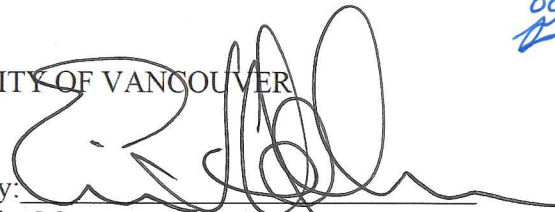
O. Counterparts

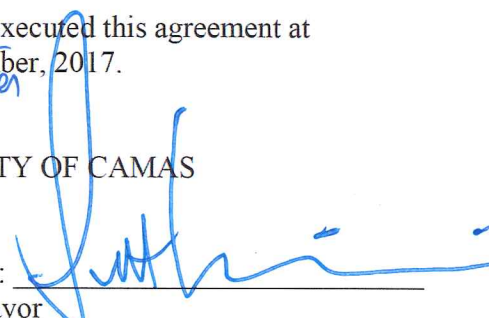
This Interlocal Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

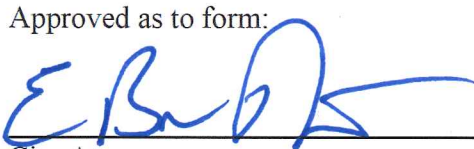
P. Filing

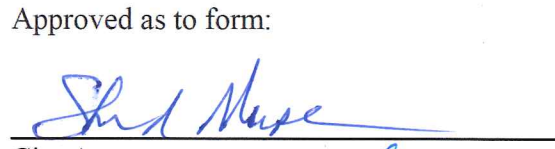
The Parties agree that there shall be two (2) duplicate originals of this Interlocal Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Interlocal Agreement shall be retained by each Party. Within five (5) days from the date of execution of this Interlocal Agreement, the Parties will cause a copy of this Agreement to be filed with the County auditor in accordance with Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and filing of a copy with the County auditor, each such duplicate original shall constitute an agreement binding upon all Parties.

IN WITNESS WHEREOF, the parties have executed this agreement at Vancouver, Washington this 2nd day of ~~September~~ ^{October}, 2017.

CITY OF VANCOUVER
By: 
City Manager

CITY OF CAMAS
By: 
Mayor

Approved as to form:

City Attorney

Approved as to form:

City Attorney

Attest: 
City Clerk

Attest: 
City Clerk

