INTERLOCAL AGREEMENT
BETWEEN THE CITY OF VADER, WASHINGTON, AND LEWIS COUNTY, WASHINGTON

This INTERLOCAL AGREEMENT ("Interlocal Agreement" or "Agreement") is made and entered into by and between the CITY OF VADER, a Washington municipal corporation ("Vader" or the "City"), and LEWIS COUNTY, a political subdivision of the state of Washington ("Lewis County" or the "County") (each sometimes referred to as a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, pursuant to an Agreement of Purchase and Sale of Water Assets mutually executed as of February 24, 2014, the City transferred ownership of the municipal water supply system formerly owned by the City and sometimes referred to as the Vader-Enchanted Valley Water System (DOH ID No. 90900E). As part of its management of the water system, the County collects meter reads associated with metered service bi-monthly (every-other-month) and relies on these meter reads for billing purposes.

WHEREAS, the City maintains ownership of and management responsibility for the City owned municipal sewer system, including billing responsibility for the sewer system.

WHEREAS, the City relies on the water system meter records associated with connections that are also connected to the City's sewer system in order to calculate sewer charges and for billing purposes for the sewer system.

WHEREAS, the County has represented to the City that the cost of performing the meter reads on a bi-monthly (every-other-month) to the County is $559.41 per reading and billing cycle.

WHEREAS, pursuant to Washington's Interlocal Cooperation Act, chapter 39.34 RCW, local governmental units are authorized to enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner in the best interests of their respective communities.

WHEREAS, the Parties intend, pursuant to this Interlocal Agreement, to cooperate regarding the collection and sharing of information related to those water system meter records associated with those properties connected to the City's sewer system, and to share in the costs thereof, pursuant to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, the Parties covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the sharing of information and costs associated with the water system meters readings and records associated with those properties that are connected to the City's sewer system in accordance with chapter 39.34 RCW and for the mutual benefit of the Parties, all as authorized by law and in the best interests of the respective Parties.

2. County Provision of Meter Records. During the term of this Agreement, the County agrees to read all meters associated with those properties that are connected to the City's sewer system on a bi-monthly (every-other-month) basis and, in consideration of the City's payments as required herein, to provide to the City copies of the meter reads and to make available to the City, upon reasonable request, water system meter readings information associated with those properties that are connected to the City's sewer system as specifically described in this section. Without limitation as to the generality of the foregoing, on or before the date of mailed water bills per Lewis County Code (LCC) section 13.80.500, the County shall provide the City by facsimile, email portable document format (.pdf), or personal delivery to City Hall, or in conformity with such other reasonable instructions provided by the City to the County from time-to-time, the water system meter records associated with those properties that are connected to the City's sewer system for the most recent two-month billing cycle, including, at a minimum, customer identification number, customer name, street address, prior meter reading, and current meter reading. The County shall use reasonable good faith efforts to provide the above information on or before the 5th day of the month in which the bi-monthly (every-other-month) meter reads are completed and bills are to be mailed. Meter reads and bills are currently conducted the following months: February, April, June, August, October, and December. In addition, the County and City shall mutually share reasonable information regarding their respective utility systems that will assist the requesting party in the operation of its utility system, including changes in contact information, irregular (mid-cycle) meter reads, and any shut-offs of water or sewer service to those properties that are connected to the City's sewer system.

3. Cost Sharing; Consideration. The County shall invoice the City and the City shall pay a fixed bi-monthly (every-other-month) charge of Two Hundred One and 39/100 dollars ($201.39), concurrent with or following the delivery of the meter records identified in Section 2, and the City shall remit to the County the invoiced amount within thirty (30) days of the date of invoice. Such amount may be adjusted from time to time as provided in this Agreement.

4. Cost Adjustments. Beginning in 2016, and for each calendar year throughout the term of this Agreement, the County has the right to annually adjust the charges based on changes in costs to the County, which adjustment shall be no more than one-half (½) the estimated costs of meter readings performed by the County. The County shall notify the City in writing each year by November 1st of proposed changes in the meter reading charge to the City that will take effect on January 1st of the following year. If the Parties' staff do not agree to the adjustment, the Parties shall promptly meet and confer. If the Parties' staff remain unable to reach agreement by November 30, the charges recommended by the respective County and City staff shall be presented to the County Commissioners, who shall determine and set the charge. The County Commissioners' determination shall be final, subject to compliance with this Agreement and applicable law.

5. Effective Date. This Agreement shall become effective once fully executed and filed or posted as required by state law.

6. Term; Termination. Unless terminated earlier pursuant to this section, this Agreement shall run for a term of five (5) years from the Effective Date and shall automatically renew on an annual basis each year thereafter. Either party may terminate this Agreement at any time on ninety (90) days' written notice of termination to the other party. Further, the County may terminate this Agreement in the event of any uncured default by the City, following notice and reasonable opportunity to cure but in any case no later than one billing cycle.

7. No Separate Entity; Employees. Nothing in this Agreement shall be deemed to create a separate legal entity, partnership or joint venture, or principal and agent relationship between or among the Parties. No agent, employee, servant, or representative of Vader shall be deemed to be an agent, employee, servant, or representative of Lewis County for any purpose, and no agent, employee, servant, or representative of Lewis County shall be deemed an agent, employee, servant, or representative of Vader.

8. Subcontractors; Assignment. Lewis County agrees to perform the work and services under this Agreement with County employees. Lewis County shall not substitute, or add, subcontractors or non-governmental employees without advance written notice to Vader. Neither Vader nor Lewis County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

9. Replacement of Prior Agreement. For the avoidance of doubt, the Interlocal Agreement between the Parties dated as of April 18, 2011 is hereby confirmed as terminated, notwithstanding any notice requirements, and is superseded by this Agreement as to the subject matter of this Agreement.

10. No Modification. For the avoidance of doubt, nothing in this Agreement is intended to or should be construed to modify any of the terms of the Agreement of Purchase and Sale of Water Assets by and between the City of Vader and Lewis County, Washington, dated as of February 24, 2014, or the Memorandum of Understanding between the City of Vader and Lewis County, dated as of February 24, 2014. In the event of any irreconcilable conflict between this Agreement (or any portion thereof) and the Agreement of Purchase and Sale of Water Assets, the terms of the Agreement of Purchase and Sale of Water Assets shall prevail.

11. General Provisions.

a. This Interlocal Agreement shall not be construed as or deemed to be a contract for the benefit of any third party or parties, and no third party or parties shall have any right to action hereunder for any cause whatsoever.

b. Each party to this Interlocal Agreement shall act in good faith and shall aid and assist the other in accomplishing the objectives of this Interlocal Agreement.

c. Lewis County shall comply with and perform the services set forth in this Interlocal Agreement in accordance with all applicable federal, state, and local laws, as now existing or as may hereafter be adopted or amended. Lewis County shall be solely responsible for the health and safety of its employees, agents, and contractors in performing the services set forth in this Interlocal Agreement.

d. Lewis County represents and warrants that the individuals who shall be performing the services set forth in this Interlocal Agreement have the requisite training, skill, and experience necessary to provide the subject services.

e. A copy of this Interlocal Agreement shall be filed with the county auditor or, alternatively, listed by subject on the Parties' respective web sites or other electronically retrievable public source.

f. This Interlocal Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

[Signature Page Following – Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement pursuant to the laws governing their respective jurisdiction and powers, on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

_____
EDNA J. FUND, Chair

_____
P. W. "BILL" SCHULTE, Commissioner

_____
GARY STAMPER, Commissioner

Attest:

_____
Karri Muir, Clerk of the Board

CITY OF VADER, WASHINGTON

_____
KEN SMITH, Mayor

Attest:

_____
Jill Nielson, City Clerk/Treasurer