

**INTERLOCAL AGREEMENT BETWEEN COVINGTON WATER DISTRICT
AND SOOS CREEK WATER AND SEWER DISTRICT RELATING TO THE
USE OF WATER FOR FLUSHING SEWER LINES AND FACILITIES**

This Interlocal Agreement (“Agreement”) is made and entered into this 30th day of March, 2016, by and between Covington Water District (“Covington”), a Washington municipal entity, and Soos Creek Water and Sewer District (“Soos Creek”), a Washington municipal entity, (individually a “Party” and collectively the “Parties”) for the purposes described herein.

I. RECITALS

Whereas, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into contracts with each other to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage and thereby to provide services and/or facilities in a manner that addresses the needs of local communities;

Whereas, a portion of Soos Creek’s sewer lines and facilities are located within or adjacent to areas served by Covington and Soos Creek has expressed an interest in using Covington’s water for flushing Soos Creek’s sewer lines and facilities, which water would be obtained through designated fire hydrants owned by Covington;

Whereas, Covington is willing to allow Soos Creek to withdraw water from certain designated fire hydrants which can be used by Soos Creek for flushing its sewer lines and facilities; and

Whereas, the Parties desire to enter into this Agreement in order to establish the terms and conditions pursuant to which Soos Creek may obtain water from Covington for use in flushing Soos Creek’s sewer line and facilities.

II. AGREEMENT

It is agreed by the Parties as follows:

1. Use of Covington’s Water. Soos Creek may use Covington’s water for flushing Soos Creek’s sewer lines and facilities that are located within or adjacent to areas served by Covington, subject to the terms and conditions of this Agreement. Soos Creek is authorized to withdraw water from the following Covington-owned fire hydrants: 27469 254 PL SE, 199 Ave SE & SE 261 Ct, and 17140 SE 274 St, which locations are shown on the diagram attached hereto as **Exhibit A** and incorporated herein by this reference. A high-security hydrant lock wrench will be issued to Soos Creek for the duration of this agreement and shall remain in possession of Soos Creek at all times. Soos Creek shall return the hydrant lock wrench to Covington immediately upon termination of this agreement. Except for emergency situations, Soos Creek will access the designated fire hydrants during normal working hours. Unless otherwise approved by Covington in writing, Soos Creek shall not withdraw Covington water from any other fire hydrants. The water obtained by Soos Creek shall be transferred from Covington’s designated fire hydrants into Soos Creek’s tanker truck for use by Soos Creek in flushing its sewer lines and facilities. The use of

Covington's water by Soos Creek for any other purposes shall be prohibited.

2. Quantities of Water. The Parties agree that Soos Creek will not withdraw more than a total of 100,000 gallons of Covington water per month from the designated fire hydrants. If additional water is needed for a particular month, Soos Creek shall request Covington's permission to withdraw additional amounts of water in excess of the authorized amount. Soos Creek shall keep a written record of the amount of water withdrawn from the designated fire hydrants (the "Withdrawal Report"). The Withdrawal Report shall contain the following information: (a) the date of withdrawal, (b) the location of the fire hydrant used for any withdrawal, (c) the amount of water withdrawn in gallons, (d) a description of the tanker truck used to hold the water, and (e) the name of the Soos Creek's employee(s) present during the withdrawal of water. Soos Creek will provide Covington with a copy of the Withdrawal Report on a monthly basis along with the necessary payment for the water withdrawn by Soos Creek. Covington reserves the right, in its sole discretion, to require Soos Creek to use a hydrant water meter to measure the actual amounts of water withdrawn by Soos Creek. In the event Covington requires the use of a hydrant meter, the Withdrawal Report shall include the beginning and ending meter readings for each month.

3. Price of Water and Payment. Soos Creek agrees to pay Covington the amount of Covington's Rate Table 1 Non-Residential Inside Use All Summer Usage rate. For 2016 the rate is \$5.70 per hundred cubic feet (ccf) of water withdrawn from the Covington-owned fire hydrants. By the twentieth (20th) day of each month, Soos Creek shall remit payment to Covington for the water withdrawn by Soos Creek the preceding month. A copy of the applicable Withdrawal Report shall accompany the payment. The price of water shall be updated annually on January 1st to match Covington's Rate Table 1's Non-Residential Inside Use All Summer Usage rate. If the Parties are unable to agree upon a price adjustment for Covington's water, this Agreement may be terminated by either Party upon thirty (30) days' written notice of such Party.

4. Backflow Prevention and Operational Requirements.

4.1 Backflow Prevention. Soos Creek shall use an approved air gap backflow prevention method and/or an approved backflow prevention device in order to protect Covington's water system from contamination. Covington shall have the right to inspect and approve of Soos Creek's air gap backflow prevention method and/or backflow prevention device at all time during the term of this Agreement. This Agreement may be terminated immediately by Covington by written notice if Soos Creek is not using appropriate measures to avoid potential backflow into Covington's water system.

4.2 Operational Requirements. Soos Creek shall comply with the operational requirements described in **Exhibit B** attached hereto and incorporated herein by this reference whenever it is withdrawing water from the designated fire hydrants. This Agreement may be terminated immediately by Covington by written notice if Soos Creek is not complying with the described operational requirements.

5. Term and Termination of Agreement. The initial term of this Agreement shall be for a period of five (5) years, provided that after the expiration of the initial term the Agreement shall be renewed automatically for successive terms of five (5) years, until the Agreement is

terminated in accordance with this Agreement. Except as otherwise provided herein, this Agreement may be terminated by either Party upon thirty (30) days' written notice of such Party.

6. Indemnification. To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties, and liability of any kind, including injuries to persons or damages to property, which arise out of or are related to any negligent acts, errors, omissions of the indemnifying Party and its contractors, agents, employees and representatives in performing obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Soos Creek or its contractors, employees, agents, or representatives, and Covington or its contractor or employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its contractor or employees, agents, or representatives. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated. The provisions of this section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

7. Entire Agreement. This Agreement contains the entire Agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties hereto. Any amendments to this Agreement must be in writing and signed by the Parties in order to be effective.

8. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.

9. Disputes. In the event either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

10. Execution in Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11. Authorization and Listing. This Agreement has been duly authorized by resolutions adopted by Covington and Soos Creek. Soos Creek shall list this Agreement on its web site, and Covington may list this Agreement on its web site, in accordance with RCW 39.34.040.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

Covington Water District

By: 
Thomas Keown
General Manager

Dated: 3/30/16

Soos Creek Water and Sewer District

By: 
Ron Speer
General Manager

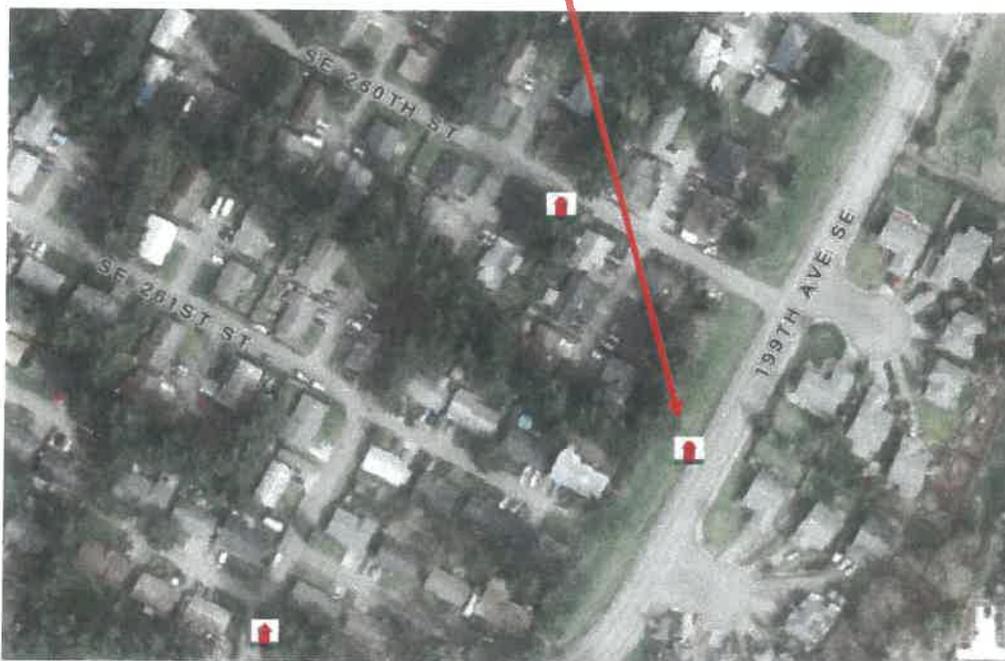
Dated: 3/22/2016

EXHIBIT A

**LOCATION OF DESIGNATED FIRE HYDRANTS
FOR WATER WITHDRAWAL
Hydrant @ 24769 254 PL SE**



Hydrant @ 199 Ave SE & SE 261 CT



Hydrant @ 17140 SE 274 St

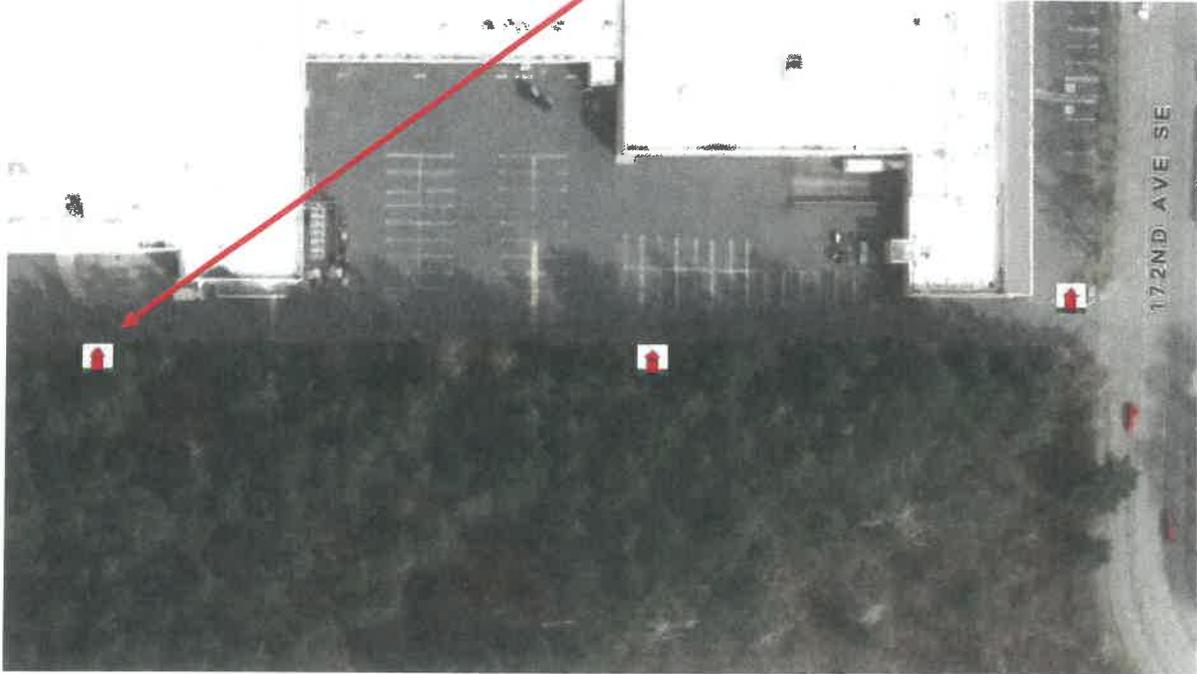


EXHIBIT B
OPERATIONAL REQUIREMENTS

- 1. Traffic control and/or pedestrian safety measures must be taken to protect the public while withdrawing water from hydrants.**
- 2. A non-contaminated hose used ONLY for connecting to potable water systems must be used to withdraw water from hydrants.**
- 3. The hydrants are to be opened and closed slowly to prevent water hammer and/or discolored water.**
- 4. The hydrants are to be operated at a maximum flow rate of 250 gallons per minute.**
- 5. After a hydrant is closed, a visual inspection must be conducted to confirm the hydrant is draining.**
- 6. After a hydrant has drained, an audible inspection must be conducted to confirm the hydrant seat is not leaking.**
- 7. All hydrant deficiencies must be reported to Covington within 48 hours or sooner if needed.**