



---

## **AGENDA MEMO**

Needs Legal Review: Yes  
Council Meeting Date: November 2, 2018  
Agenda Item: Interlocal Agreement with White Salmon Valley School District Regarding Water Rates for Irrigation Accounts  
Presented By: Jan Brending, Clerk Treasurer

### **ACTION REQUIRED:**

Approval of Interlocal Agreement with White Salmon Valley School District setting water rates for irrigation accounts.

### **PROPOSED MOTION:**

Move to approve the Interlocal Agreement with the White Salmon Valley School District setting water rates for irrigation accounts for January 1, 2018 through December 31, 2020.

### **Why is it a legislative issue:**

The city council is required to approve interlocal agreements.

### **Explanation of issue:**

The City of White Salmon and the White Salmon Valley School District have had an interlocal agreement for a number of years regarding water rates for the school's irrigation accounts. The school has 5 irrigation accounts. The previous interlocal agreements provided that the base fees for each account would not be billed for a 6-month period (October through March). The proposed interlocal agreement carries this agreement forward for a 3-year period and specifically states that if there is any usage during the 6-month period, the school district will be billed for the usage.

### **Staff Recommendation:**

Staff recommends approval of the interlocal agreement with the White Salmon Valley School District setting water rates for irrigation accounts.

## **INTERLOCAL AGREEMENT**

### **BETWEEN THE CITY OF WHITE SALMON AND WHITE SALMON VALLEY SCHOOL DISTRICT SETTING WATER RATES FOR SPECIAL USER**

This Interlocal Agreement is entered into by and between the City of White Salmon (which may hereinafter be referred to as “White Salmon”), a Washington municipal corporation, and White Salmon Valley School District (which may hereinafter be referred to as “WSVSD”), a Washington municipal corporation, pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34.

#### **PURPOSE AND RECITALS**

1. The Cities of White Salmon supplies WSVSD with municipal water, and this agreement is entered into pursuant to WSMC 8.13.16.035 (A) to establish water rates WSVSD shall pay to White Salmon.
2. The parties do not contemplate the formation of a separate legal or administrative entity and do not contemplate any property shall be acquired which shall require disposal upon termination of this agreement.

**NOW THEREFORE**, the parties agree as follows:

1. The parties agree that the recitals are incorporated herein.
2. White Salmon agrees not to charge WSVSD for the base fee associated with irrigation meters during the months of October 1<sup>st</sup> through March 31<sup>st</sup> (six months) each year per WSMC 13.16.035 for the following accounts:

Vocational Meter	Account No. 1835
Soccer Field Meter	Account No. 1985
Whitson Irrigation Meter	Account No. 1550
Little League Ball Field	Account No. 1151
Whitson Elementary Irrigation Meter #2	Account No. 4951

Any water usage that would normally be billed during the six-month period (October through March) will be billed to WSVSD.

WSVSD agrees to protect, save harmless, indemnify, and defend, at its own expense, White Salmon, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of White Salmon’s performances of this Agreement, including claims by WSVSD’s employees or third

parties, except for those damages solely caused by the sole negligence of willful misconduct of the City of White Salmon, its elected and appointed officials, officers, employees or agents. WSVSD agrees all immunities available to WSVSD under the law, including, without limitation, recreational immunity under RCW 4.24.200-.120, shall accrue to White Salmon without any corresponding duties required thereunder.

3. If any provision hereof or its application is held invalid, the remainder of the provisions hereof shall not be affected.
4. In the event of a dispute over the terms of enforcement of this agreement, the prevailing party shall be entitled to its reasonable attorney fees at trial and any appeal thereof.
6. **Interlocal Agreement Representation**

This is an interlocal agreement pursuant to RCW chapter 39.34 and the parties make the following representations:

- a. **Duration.** This AGREEMENT shall be effective January 1, 2018 and shall terminate December 31, 2020, unless either party notifies the other of its intent to terminate or modify the agreement with not fewer than thirty (30) days written notice.
- b. **Organization.** No new entity will be created to administer this agreement.
- c. **Purpose.** The purpose is to enable the WSVSD to use White Salmon water for its buildings and grounds.
- d. **Manner of Financing.** The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. **Termination of Agreement.** The parties shall have the right to terminate this agreement as provided in (a), above.
- f. **Other.** All terms are covered by this Agreement. No additional terms are contemplated.
- g. **Selection of Administrator.** The City of White Salmon Clerk Treasurer shall be the Administrator of this Interlocal Agreement.
- h. **Filing.** Prior to its entry into force, this agreement shall be filed with the Klickitat County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

**IN WITNESS WHEREOF**, the parties have signed this AGREEMENT, effective on the last date indicated below.

**CITY OF WHITE SALMON**

**WHITE SALMON VALLEY SCHOOL DISTRICT**

\_\_\_\_\_  
David Poucher, Mayor                      Date

\_\_\_\_\_  
Jerry Lewis, Superintendent              Date

**ATTEST:**

\_\_\_\_\_  
Jan Brending, WS Clerk Treasurer      Date

\_\_\_\_\_  
WSVSD    Date

Approved as to form:

\_\_\_\_\_  
Kenneth Woodrich                              Date  
White Salmon City Attorney

\_\_\_\_\_  
WSVSD Attorney                                      Date