

RESOLUTION NO. 1804

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TROUTDALE AND THE CITY OF WOOD VILLAGE FOR PROVISION OF WATER

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Cities of Troutdale and Wood Village are each purveyors of potable water to customers within their respective jurisdictions.
2. The two Cities have an interconnect between their respective water distribution systems in the vicinity of Columbia Park which allows water to flow from one jurisdiction to the other via a multi-directional meter.
3. Wood Village has limitations in the capacity of its water system and may need more water than its system can produce, especially during times of high demand.
4. Troutdale currently has capacity in its water system that is not fully utilized and is willing to sell water to Wood Village.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The Troutdale City Council approves an Intergovernmental Agreement, substantially the same as the one attached hereto and made a part hereof, with the City of Wood Village for the provision of water.

Section 2. This resolution is effective immediately upon adoption.

YEAS: 5
NAYS: 0
ABSTAINED: 0


Paul A. Thalhoffer, Mayor
April 26, 2006
Date


Sarah Skroch, Office Support Specialist

Adopted: April 25, 2006

**Intergovernmental Agreement
Between the City of Troutdale and the
City of Wood Village for Provision of Water**

This Intergovernmental Agreement (IGA) is entered into under the provisions of ORS Chapter 190 by and between the City of Troutdale ("Troutdale"), a municipal corporation in the State of Oregon, and the City of Wood Village, ("Wood Village"), also a municipal corporation in the State of Oregon (jointly, the "Parties").

RECITALS

- A. Troutdale and Wood Village are each purveyors of potable water to customers within their respective jurisdictions.
- B. Troutdale and Wood Village have an interconnect between their respective water distribution systems in the vicinity of Columbia Park (the "Interconnect") which allows water to flow to one jurisdiction from the other via a multi-directional meter (the "Meter").
- C. Due to capacity limitations in its water system, Wood Village may need more water than its system can produce, especially during times of high demand.
- D. Troutdale has capacity in its water system that is currently not fully utilized.

Now, therefore, the Parties do agree as follows:

- 1. Troutdale will sell to Wood Village, and Wood Village will purchase from Troutdale, potable drinking water via the Interconnect beginning no earlier than the date last signed below and terminating on December 31, 2007.
- 2. Wood Village will:
 - a. Ensure the proper operation of the Interconnect and calibration of the Meter.
 - b. Notify Troutdale prior to initial taking of any Troutdale water.
 - c. Read the Meter and provide the reading to Troutdale monthly between the 20th and 25th day of each month following initial taking of Troutdale water.
 - d. Pay Troutdale for metered water usage within thirty (30) after receipt of an invoice from Troutdale.
 - e. Promptly notify Troutdale of any malfunction in the Interconnect or the Meter. If Troutdale provides water to Wood Village during a period of Meter malfunction, the amount of water provided to Wood Village per day shall be assumed to be the same amount as provided to Wood Village per day during the period the Meter was functioning properly.
- 3. Troutdale will:

- a. Provide up to 100,000 gallons per day of potable drinking water to Wood Village via the Interconnect unless prevented by a major failure in the Troutdale water system.
 - b. Submit an invoice to Wood Village for water provided to Wood Village within thirty (30) days after receiving a reading of the Meter from Wood Village.
4. The price of the water sold by Troutdale to Wood Village shall be the same price as the water sold by Troutdale to its other customers, currently \$2.15 per thousand gallons.
 5. Wood Village shall defend, save, hold harmless, and indemnify Troutdale, its officers, agents, and employees from all suits, claims, or actions of whatsoever nature, resulting from or arising out of Troutdale's provision of water to Wood Village under this IGA.
 6. This IGA is being entered into for the sole benefit of Wood Village and Troutdale. Nothing in this IGA shall be construed as creating third party benefits and any third party that does benefit as a result of this IGA shall not have any legal rights to the water that is being provided under this IGA or to enforce the terms of this IGA.
 7. This IGA shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except in writing and signed by both Parties.
 8. This IGA may be terminated by mutual consent of both Parties at any time.
 9. The failure of either Troutdale or Wood Village to enforce any provision of this IGA shall not constitute a waiver of that or any other provision of this IGA.
 10. Communications concerning this IGA shall be sent to:

Troutdale
 Public Works Director
 City of Troutdale
 342 SW 4th Street
 Troutdale, OR 97060

Wood Village
 Public Works Director
 City of Wood Village
 2055 NE 238th Drive
 Wood Village, OR 97060

11. This IGA constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

For Troutdale:

Paul Thalhofer
 Signature

Paul Thalhofer
 Typed or printed name

Mayor
 Title

April 26, 2006
 Date

For Wood Village

David M. Fuller
 Signature

David M. Fuller
 Typed or printed name

Mayor
 Title

May 23, 2006
 Date