

RESOLUTION NO. 2150

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. Troutdale and Wood Village are each purveyors of potable water to customers within their respective jurisdictions.
2. 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").
3. Troutdale and Wood Village have capacity in their water system that is, at times, not fully utilized. However, a loss of production capacity could result in the need for water supplied to the other City. When all sources are functioning each City has the capacity to provide limited assistance to the other.
4. Troutdale will sell to Wood Village, and Wood Village will sell to Troutdale, potable drinking water in accordance with the Agreement.

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

Section 1. The Mayor is authorized to sign an IGA with the City of Wood Village which is in substantial conformity to that which is attached to the Staff Report as Exhibit "A".

Section 2. This resolution is effective immediately upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0

Mayor Jim Kight
Mayor Jim Kight
May 23, 2012
Date

Debbie Stickney
Debbie Stickney, City Recorder

Adopted: May 22, 2012

**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. Troutdale and Wood Village have capacity in their water system that is, at times, not fully utilized. However, a loss of production capacity could result in the need for water supplied to the other City. When all sources are functioning each City has the capacity to provide limited assistance to the other.

Now, therefore, the Parties do agree as follows:

- 1. Troutdale will sell to Wood Village, and Wood Village will sell to Troutdale, potable drinking water, subject to the requirements and limitations below, via the Interconnect beginning no earlier than the date last signed below and terminating on December 31, 2017.
- 2. Wood Village will:
 - a. Ensure the proper operation of the Interconnect and calibration of the Meter.
 - b. Pay Troutdale for metered water usage within thirty (30) days after receipt of an invoice from Troutdale.
 - c. Promptly notify Troutdale of any malfunction in the Interconnect or the Meter. If water is provided during a period of Meter malfunction, the amount of water provided per day shall be assumed to be the same amount as provided per day during the period the Meter was functioning properly.

- d. Provide up to 200,000 gallons per day of potable drinking water to Troutdale via the Interconnect unless Wood Village determines, at its sole discretion, that it does not have sufficient excess capacity.
3. Troutdale will:
 - a. Ensure the proper operation of the Interconnect and calibration of the Meter.
 - b. Pay Wood Village for metered water usage within thirty (30) days after receipt of an invoice from Wood Village.
 - c. Promptly notify Wood Village of any malfunction in the Interconnect or the Meter. If water is provided during a period of Meter malfunction, the amount of water provided per day shall be assumed to be the same amount as provided per day during the period the Meter was functioning properly.
 - d. Provide up to 200,000 gallons per day of potable drinking water to Wood Village via the Interconnect unless Troutdale determines, at its sole discretion, that it does not have sufficient excess capacity.
4. In the event of a need for water from one City to the other the following procedure will be followed:
 - a. Notify, and obtain approval from the other City prior to initial taking of any water.
 - b. City providing water will read the meter before water is provided to establish initial point.
 - c. City providing water will read the meter and provide the reading to the other City monthly between the 20th and 25th day of each month following initial taking of water
 - d. City providing water will submit an invoice to the City receiving water within thirty (30) days after reading of the Meter as described in 4. C.
4. In the first 30 days of an interconnect resulting from an emergency, Troutdale and Wood Village will provide the other water at \$1.32 per thousand gallons. After 30 days the cost to the other will be at the city's residential rate in affect at the time respective to the agency providing water.
5. Wood Village and Troutdale shall, subject to limitations of the Oregon Constitution and the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify each other, their officers, agents, and employees from all suits, claims,

or actions of whatsoever nature, resulting from or arising out of provision of water 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 or unilaterally by either Party upon 60 days written notice to the other Party.
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
104 SE Kibling Ave
Troutdale, OR 97060

Wood Village

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

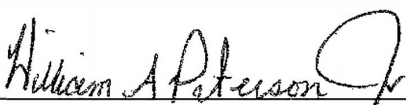
11. This IGA constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

CITY OF WOOD VILLAGE

CITY OF TROUTDALE

DATE: 10 May 12

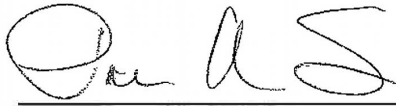
DATE: 5/23/12



William Peterson, City Administrator



Craig Ward, City Manager



Patricia Smith, Mayor



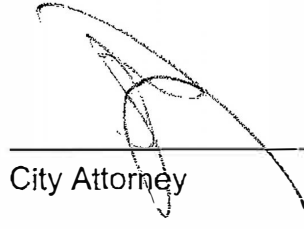
Jim Kight, Mayor

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO FORM:



City Attorney