

IRRIGATION SYSTEM AGREEMENT

THIS AGREEMENT made and entered into this 6th day of July, 2007, by and between **RICHLAND SCHOOL DISTRICT**, a Washington State School District, hereinafter referred to as "**District**" and the **CITY OF RICHLAND, WASHINGTON**, a Municipal Corporation, thereinafter referred to as "**City**",

W I N T N E S E T H;

WHEREAS, the District maintains large irrigated turf landscaping areas at Richland High School and Carmichael Middle School; and

WHEREAS, maintaining the existing landscaped spaces will be more cost efficient if a source of affordable untreated irrigation water is available to the District; and

WHEREAS, the City's Well 13-A, located adjacent to Carmichael Middle School, was drilled and intended for use as part of the City's potable water supply system; and

WHEREAS, Well 13-A is no longer suitable for use as a potable water supply; and

WHEREAS, the City desires to continue the beneficial use of the water rights associated with its wells; and

NOW THEREFORE, for and in consideration of, the mutual covenants contained herein, the parties hereby agree as follows:

A. DUTIES AND OBLIGATIONS OF THE CITY:

1. The City agrees to operate 13-A Well to provide untreated irrigation water to the Carmichael Middle School and Richland High School campuses.
2. The City does not warrant the quality of the water that is being provided pursuant to Section A-1 of this document
3. The City agrees to repair and replace pumping and electrical control equipment at 13-A Well in a timely manner to support the reliable provision of irrigation water to the District.
4. The City does not warrant the reliability of the irrigation supply described in this agreement. The irrigation supply may be interrupted or discontinued if conditions beyond the City's control make it not cost-effective to continue this service. In the case of catastrophic events such as, but are not limited to, failure of the aquifer to yield adequate water quantity, contamination of the aquifer requiring limitations on distribution of this water to a public school site or an interpretation by a regulatory body that the City is not authorized to continue use of the well, the District may salvage District installed equipment.
5. The City will operate and maintain the well system and distribution pipelines up to the point of delivery to District property. The point of delivery shall be the fence enclosure surrounding the well equipment.

6. The City will develop and administer irrigation water rates. The rates may include operations and maintenance costs, equipment depreciation and replacement funding. The City's irrigation water rates shall not include any costs associated with its potable water utility or any other City-operated irrigation systems. The District shall pay the City for irrigation water supplied and adhere to all applicable requirements of the City's irrigation water utility service.
7. The City shall retain ownership of the well, pumping and electrical equipment, valves, and the associated water right, except as noted in No. 4 above. The City retains the right to make full use of the well, equipment, and water right, including the right to extend services from this well to other properties.
8. In case of an extension of service from this well to other properties, the City shall reimburse the District a proportionate share of the depreciated value of pumping and electrical equipment provided by the District. The proportion shall be based on net irrigated acres served by the system.

B. DUTIES AND OBLIGATIONS OF THE DISTRICT

1. The District agrees to equip 13-A Well in accordance with City specifications to provide a complete water delivery system. The equipment shall include a pump and motor, electrical starting and control equipment and a water meter.
2. The District agrees to become a part of the City's Irrigation Utility, pay an annual irrigation assessment as set by the City, and comply with all terms and conditions of the irrigation utility. Such assessment shall include a pro rata share of maintenance and operations of the well and well equipment.
3. The District shall connect its landscape irrigation systems to the City's irrigation supplies at points approved by the City. The District shall provide the City with as-built drawings of the District's irrigation system.
4. The District may extend the distribution pipelines from 13-A Well to the Richland High School campus. If it elects to do so, the District shall comply with all applicable permit requirements, including a City right-of-way construction permit.
 - a. The District shall install and maintain meter(s) at the connection points to the City's irrigation supplies. The meters shall be as specified by the City.
 - b. The District shall certify in writing that all connections between potable water supplies and the irrigation system supplied by the City's well water are removed or protected by an appropriate backflow assembly so as to provide premise isolation backflow protection to the City's potable water supply system. (WAC 246-296-490) The District shall apply for the appropriate Plumbing Permit to accomplish this work and shall comply with all conditions of the Permit. (WAC 51-46)

- c. The District shall be responsible to operate and maintain all distribution pipelines, meters, valves and irrigation equipment downstream of its designated connection to the City's irrigation supply.

C. TERM

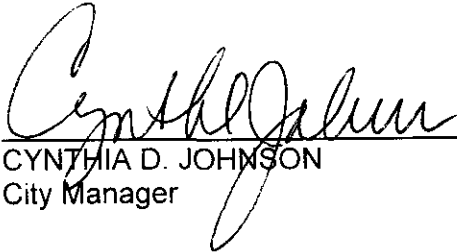
- 1. The term of this agreement shall be ten years. The agreement shall be automatically extended beyond the ten-year term unless either party gives 180 days notice of its intent to terminate.

D. ARBITRATION


- 1. In the event of any dispute hereunder, the District and the City agree to meet and attempt to resolve the dispute. Notice of the dispute will be provided to the owner of the District and the City's Public Works Director. If the dispute cannot be resolved within ten (10) days of receipt by these officers, the matter shall be arbitrated in accordance with the Mandatory Arbitration Rules of the Benton County Superior Court. The arbitrator shall be selected by agreement between the parties. The prevailing party shall be awarded its reasonable attorney fees and costs.

Approved this 6th date of July, 2007.


CITY OF RICHLAND


CYNTHIA D. JOHNSON
City Manager


RICHLAND SCHOOL DISTRICT


DR. RICHARD SEMLER, PhD
School Superintendent

Attest:


DEBRA C. BARHAM
Deputy City Clerk

Approved as to Form:


THOMAS O. LAMPSON
City Attorney