## INTERLOCAL AGREEMENT FOR ESTABLISHING WATER UTILITY SERVICE BOUNDARIES

CP 10-104

## BETWEEN

## City of Vancouver and City of Camas

THIS AGREEMENT, entered into by and between City of Vancouver and City of Camas, (hereinafter referred to as the WATER PURVEYORS), WITNESS THAT:

WHEREAS, Clark County and the WATER PURVEYORS conduct capital facilities and land use planning under the Growth Management Act as adopted by the State of Washington and subsequently amended; and

WHEREAS, RCW 70.116 Public Water System Coordination Act, and WAC 246-293-250 require development of a Coordinated Water System Plan, including establishment of service area boundaries; and

WHEREAS, the designation of service area boundaries will help facilitate efficient planning and delivery of water services within Clark County, will help ensure that unnecessary duplication of service is avoided, and will provide predictability to the WATER PURVEYORS, Clark County, and to citizens using water services; and

WHEREAS, the designation of service area boundaries will help assure that water reserved for public water supply proposed within the CWSSA will be utilized in the future in an efficient planned manner;

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained the undersigned parties hereto agree as follows:

- 1. <u>Service Area Boundaries</u>. The undersigned acknowledges that the map identifying their service area boundaries, dated October 13, 2009 and attached to this agreement accurately identifies the water system's future service area for the east boundary for Vancouver and the west boundary for Camas. This signed Interlocal Agreement verifies that there are no service area conflicts with adjacent water utilities.
- 2. <u>Boundary Adjustments</u>. If, at some time in the future, it is in the best interests of the undersigned parties to make service area boundary adjustments, such modifications must have the written concurrence of all involved parties and the proper legislative authority/authorities, and must be noted and filed with Clark County and Washington State Department of Health.

- 3. <u>Interim Service by City of Camas.</u> It is understood that the City of Camas is serving existing water customers within the purposed Water Service for Vancouver, as per attached map. It is agreed that this service will continue and be permitted to expand as agreed upon by each purveyor until City of Vancouver water service is available and an agreed upon transfer plan is established.
- 4. <u>Interim Service by City of Vancouver.</u> It is understood that the City of Vancouver is serving existing water customers within the Camas Water Service, as per attached map. It is agreed that this service will continue and be permitted to expand as agreed upon by each purveyor until City of Camas water service is available and an agreed upon transfer plan is established.
- 5. <u>Satellite System Management Program.</u> Three satellite systems exist within the proposed service area for Vancouver. These systems are identified on the attached map. As directed in the Interlocal Agreement for Establishing Water Utility Service of July 1999 Clark Public Utilities shall continue to be the primary Satellite Maintenance Agency for these systems until the City of Vancouver and Clark Public Utilities agree on a transfer plan

As specified in WAC 246-293-250, Service Area Agreements-Requirements, this Agreement shall become effective once this document is approved by the Clark County Board of Commissioners.

This Interlocal agreement for establishing water utility service boundaries is hereby approved.

SIGNATURE ON FILE		
	Mayor	12/8/09
Camas Representative	Title <sup>7</sup>	Date
SIGNATURE ON FILE	11. 12.1	
- , , , , , , , , , , , , , , , , , , ,	Lety/Hanson	4-28-10
Vancouver Representative	Title /	Date
APPROVED BY CLARK CO SIGNATURE ON FILE Chair	OUNTY BOARD OF COMMISSION	ONEERS
Resolution No	Approved as to form o	nly:
11/0/15	Arthur C. Curtis	
Date: $1/2/10$	Prosecuting Attorney	A h
	SIGNATURE O	N FILE
	Ву:	
	Christine M. Cook	•
	Deputy Prosecuting	g Attornev

