

FAIRGROUNDS WELL AGREEMENT

THIS AGREEMENT, by and between the **COUNTY OF SKAMANIA**, a legal subdivision of the State of Washington, hereinafter referred to as "**COUNTY**," and the **CITY OF STEVENSON**, a legal subdivision of the State of Washington, hereinafter referred to as "**CITY**,"

WITNESSETH:

WHEREAS, in 2000, Skamania County received permission from the Washington State Department of Ecology (DOE) to drill a well for the purposes of irrigation on the fairground property owned by the **COUNTY**; and

WHEREAS, the **COUNTY** has been unable to secure funding for the project until 2021; and

WHEREAS, in 2019 the **CITY** adopted ordinance 2019-1137 establishing SMC 13.16.010 requiring connection to the city water system to protect the **CITY**'s water table; and

WHEREAS, the **CITY** endorses the idea of irrigating the fairgrounds property as evidenced by the approval of Tourism grant contracts to fund the seeding of the midway, which were not implemented due to lack of irrigation; and

WHEREAS, the **COUNTY** is able to curtail the irrigation water as necessary during water shortage emergencies outlined in SMC 13.17, and

WHEREAS, the **CITY** and **COUNTY** believe that cooperating on this project is in the interests of the community; and

NOW, THEREFORE, the **COUNTY** and **CITY**, having considered the matters set forth above, and for and in consideration of the mutual benefits to be derived by them, agree as follows:

A. COUNTY OBLIGATIONS

The **COUNTY** agrees that for the duration of this agreement, it will comply with SMC 13.17 Water Shortage Emergency Regulations, and any amendments thereto. **COUNTY** will also comply with any State water laws, regulations and emergency orders.

B. CITY OBLIGATIONS

The **CITY** shall allow the **COUNTY** to install a well for the purposes of irrigating the fairground property.

C. TERM

The Term of this agreement shall be for the life of the well, or for a period of fifty (50) years, whichever first occurs, unless amended by mutual agreement, starting from the date signed below. In the event the well is no longer permitted by DOE, this agreement shall terminate and County agrees to decommission the well at County's sole expense. In the event the well

fails or becomes unproductive during the term of this agreement, this agreement will terminate unless modified by mutual agreement of the parties.

D. INTERLOCAL AGREEMENT REPRESENTATIONS

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

- a. Duration. The duration shall be as set forth in Section C above, or as otherwise agreed to by the parties pursuant to this Agreement.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the County to drill and maintain a water well for irrigation purposes at the County fairgrounds site.
- 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 only by mutual agreement as provided in Section C, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the following date.

DATED: _____, 2021

CITY OF STEVENSON

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Scott Anderson, Mayor

Chairman

Commissioner

Commissioner

City Clerk

Clerk of the Board

APPROVED AS TO FORM ONLY:

Skamania County Prosecuting Attorney

Stevenson City Attorney