

**CITY OF FLORENCE
RESOLUTION NO. 11, SERIES 2021**

**A Resolution Authorizing the City of Florence, Oregon to enter into a Mutual
Emergency Water Agreement with Heceta Water People's Utility District**

RECITALS:

1. The City owns and operates a community water system that supplies water to its service territory and in case of an emergency would like the ability to receive water from Heceta Water People's Utility District.
2. Heceta Water People's Utility District owns and operates a community water system that supplies water to its service territory and in case of an emergency would like to ability to receive water from the City.
3. The City and Heceta Water People's Utility District have adequate water supplies to service their respective areas under normal, peak season, and most emergency conditions.
4. The City and Heceta Water People's Utility District has had a mutual emergency water agreement for the past ten years and desire to continue to cooperate with each other to provide temporary safe drinking water to each other when an emergency arises.

Based on these findings,

THE CITY COUNCIL OF THE CITY OF FLORENCE RESOLVES AS FOLLOWS:

1. Approves the Mutual Emergency Water Agreement (**Exhibit A**) and authorizes the City Manager to sign the agreement.
2. The term of the agreement is ten years and set to expire March 31, 2031.
3. This Resolution takes effect immediately upon adoption.

ADOPTION:

This Resolution is passed and adopted on the 15th day of March, 2021.



Joe Henry, Mayor

Attest:



Kelli Weese, City Recorder

Between
City of Florence
and
Heceta Water People's Utility District

This agreement is made and entered into this 1st day of March 2021, between City of Florence, Oregon, hereinafter designated "City", and Heceta Water People's Utility District, hereinafter designated "PUD," collectively designated as "Parties."

RECITALS

WHEREAS, City is an Oregon municipal corporation and is the owner and operator of a community water system that supplies safe drinking water to customers in Florence;

WHEREAS, PUD is a people's utility district under ORS 261 supplying domestic water services to the customers of the PUD;

WHEREAS, both City and PUD have community water systems that meet all current requirements of the Oregon Department of Human Services, Public Health Division, Drinking Water Program for safe drinking water supplied to customers;

WHEREAS, both City and PUD have an adequate safe drinking water supply to serve their respective service areas under normal conditions, peak season conditions and most emergency situations;

WHEREAS, both City and PUD have a desire to cooperate with each other to provide to each other in case of an agreed upon emergency situation a temporary safe drinking water supply;

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

City of Florence Agrees:

1. To sell safe drinking water to PUD on an "as needed" basis during emergency conditions as provided for in Section 3 of this Agreement.

Heceta Water People's Utility District Agrees:

2. To sell safe drinking water to City on an "as needed" basis during emergency conditions as provided for in Section 3 of this Agreement.

Both City and PUD Agree:

3. Emergency Conditions. To provide safe drinking water to one another for temporary emergency conditions. Whether or not temporary emergency conditions exist which require the provision of emergency water supply to the other party will require the consent and agreement of both parties. When emergency safe drinking water may be required by either City or PUD, the requesting party shall contact the other party to determine if there is agreement as to whether an emergency exists and whether safe drinking water is available to provide to the requesting party. Whether an emergency exists and if so, to what extent drinking water is available on a temporary basis will be determined by the City Manager and the PUD General Manager. Once the emergency is declared by agreement of the parties and it is determined that safe drinking water is available to the requesting party to address the emergency condition, representatives of each party shall immediately coordinate the operations of appropriate valves, measuring devices, and auxiliary systems to facilitate prompt delivery of safe drinking water to the requesting party. Emergency safe drinking water provided under this section shall be provided at sixty-five percent (65%) of either the City's highest rate per one thousand gallons or the PUD's highest rate per one thousand gallons, whichever is higher. As used in this section, "highest rate" means the current first tier water rate charge to residential customers residing within the respective service areas of the parties.
4. The provision of supply of emergency safe drinking water to the requesting party may be limited by the providing party solely at its discretion taking into account water supply, demands and needs of its own customers.
5. The parties agree to jointly conserve safe drinking water during a declared regional water shortage, which may be caused by tsunami, drought, flood, or other regional emergency condition.
6. This Mutual Water Agreement can be terminated with or without cause by either party by giving the other party ninety (90) days written notice.

Limitation of Liability and Indemnification. No liability for damage to facilities shall attach to either party on account of any failure to accurately anticipate availability of emergency water or of failure of water supply or water quality.

To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other party against liability for damage to life or property arising from the indemnifying party's own activities under this agreement, provided that a party will not be required to indemnify the other party for any such liability arising out of the wrongful acts of employees or agents of that other party.

Term. The term shall be ten (10) years and is set to expire March 31, 2031.

HECETA WATER PEOPLE'S UTILITY DISTRICT

CITY OF FLORENCE

By: _____

By: _____
Erin Reynolds, City Manager

Date: _____

Date: _____