

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF WHEELER AND THE CITY OF MANZANITA
(PERSON IN DIRECT-RESPONSIBLE-CHARGE)**

This AGREEMENT is between the CITY OF WHEELER, an Oregon Municipal Corporation (hereinafter "Wheeler"), and the CITY OF MANZANITA, an Oregon Municipal Corporation (hereinafter "Manzanita").

RECITALS:

1. The City of Manzanita and the City of Wheeler entered into an Intergovernmental Cooperative Agreement (IGA) dated October 24, 2000 for the operation and maintenance of a jointly operated well water system.
2. Pursuant to OAR 333-061-0225 "General Requirements Applying to Water Systems", each water system owner delegates the responsibility of operating the water system to a certified operator known as the person in direct responsible charge.
3. The Oregon Department of Health Services/Drinking Water Program (DHS/DWP) interprets "system owner" for the purpose of delegating a person in direct responsible charge, to be the "Holder on Record" of the Water Right.
4. The Water Rights for the jointly operated well field are listed under the City of Wheeler's name.
5. Wheeler wishes to comply with requirements of OAR 333-061-0225 for employing, contracting with and designating an operator to be in Direct Responsible Charge - (DRC Treatment) of the water system.
6. The design of the recently completed system is such that, any changes at the well site also affects the operation of the City of Manzanita Treatment Plant.
7. Manzanita employs staff persons who are qualified to serve as the person in direct responsible charge of the treatment system (DRC -Treatment)

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DRC (DIRECT RESPONSIBLE CHARGE) DELEGATION. Manzanita will make available a City staff person who will be designated by Wheeler as the Person in Direct Responsible Charge (DRC - Treatment) of the jointly operated well system. Such staff person shall possess the certifications at or above the level required by the State of Oregon for the operation of the ground water well portion of the system. The Person in Direct Responsible Charge will supervise the technical operations of the system, establish and execute specific practices and policies for operating the system in accordance with policies and practices of the Cities and the requirements of the public water system rules, and will be engaged in the actual day-to-day operation and/or supervision of the system.
2. DURATION: This agreement shall be effective upon approval and execution by both City of Wheeler and City of Manzanita. The initial term of this agreement shall be from February 1, 2005 to January 31, 2006 and shall be automatically renewed for one year on

February 1 of each year thereafter unless either Wheeler or Manzanita provides to the other written notice of intent not to renew at least sixty (60) days prior to the annual renewal date.

3. TERMINATION: This agreement may be terminated by mutual consent of both parties; ~~or by either party at any time~~, upon sixty days (60) notice in writing and delivered by certified mail or personal service.

4. DISPUTE RESOLUTION: If a dispute arises as to the operation of the joint system by the Person in Direct Responsible Charge, the two City Administrators shall first attempt to develop a solution. If both City Councils do not approve of the solution, the Mayors of both Cities shall call a special joint meeting of the two City Councils to discuss the dispute and attempt to reach a solution. In the event the City Councils cannot reach an agreement on the dispute, both City Councils agree to mediate the dispute. A mediator, agreeable to both City Councils, shall be selected. If mediation fails, the two Cities may pursue judicial resolution through the court system.

5. WRITTEN NOTICE ADDRESS: All written notices required under this Agreement shall be sent to:

WHEELER: City Manager
 City of Wheeler
 P.O. Box 177
 Wheeler, OR. 97147

MANZANITA: City Manager
 City of Manzanita
 P.O. Box 129
 Manzanita, OR. 97130-0129


IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers, thereunto duly authorized.

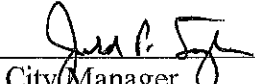
Dated this 9th day of March, 2005.

CITY OF MANZANITA

CITY OF WHEELER

By: 
Mayor

By: 
Mayor

By: 
City Manager

By: 
City Manager