

VALLEY WATER DISTRICT

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PUYALLUP WA 98372

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Right-of-Entry Agreement for Backflow Assembly Inspection

Account Number _____

Date _____

RE: _____

Property Address

This Agreement ("Agreement") is made by and between the Valley Water District ("**District**"), and _____ ("**Owner**") (individually a "Party" and collectively the "Parties") for the purposes set forth below.

SECTION 1: RECITALS

1.01 The District operates community water systems located in Pierce County, Washington. Owner owns certain residential real property located in one of the District's water systems which is described above and incorporated herein by this reference ("Property").

1.02 Washington law requires that all community water systems comply with certain cross-connection control requirements. The purpose of the cross-connection control program is to protect the public water system from contamination by cross-connection. A cross-connection is a connection between the District's distribution and the consumer's water system where water from the consumer's private water system which could be contaminated from sources within the private system (such as fire sprinkler systems or lawn irrigation systems) could flow into the District's distribution system and threaten public health.

1.03 Washington law requires the District to eliminate or control cross-connections by the installation of approved backflow prevention devices ("**BPD**" or "BPDs") commensurate with the degree of hazard posed by the consumer's water system and water usage; the consumer is required to own and be responsible for the operation of the BPD. The District is also required to establish and implement a cross-connection control program, and it has done so by the adoption of Resolution No. 99-07 on August 4, 1999 ("**Program**"). As required by law, the Program requires that all BPDs are inspected and certified at the time of installation and at least annually thereafter by certified backflow assembly testers ("**BAT**").

1.04 The consumer is responsible to arrange for and to pay a BAT to annually inspect and certify that a BPD installed on the consumer's private water system is functioning properly. If a consumer fails to comply with the District's requirements regarding the installation, inspection, testing, maintenance or repair of an approved BPD, the District is authorized to take corrective action up to, and including the shut-off of the consumer's water until the cross-connection hazard is eliminated or controlled as required by law and the Program to the satisfaction of the District.

1.05 The District is presently undertaking a program whereby the District will assume the responsibility to annually inspect and test BPDs which are installed on consumers' private water systems for the purpose of certifying that such BPDs are functioning properly, and will do so by having a contractor certified as a BAT perform such testing at the District's expense, provided the consumers who participate in the Cross Connection Inspection (CCI) agrees to pay the rate established by resolution to provide the service (currently \$28.75 per

device); provided that the fixed cost will include the cost to perform minor repairs. Owners who have a Device needing additional repairs or replacement will be notified by the District and will contract for those services separately.

1.06 The District will allow the Owner to participate in the CCI Program on the terms and conditions set forth in this Agreement, including that the Owner grant the District and its agents the right to enter upon the Property in the area where the Owner's BPD is located for the purposes set forth in this Agreement; and the Owner is willing to allow the District and its agents to enter upon the Property in the area where the Owner's BPD is located for the purposes set forth in this Agreement.

1.07 Therefore, the District and the Owner, in consideration of the terms and conditions set forth herein, now agree as follows:

SECTION 2: BPD INSPECTION, TESTING AND RIGHT OF ENTRY

2.01 The District agrees to annually inspect and test the BPD on the Owner's private water system for the purpose of certifying that the BPD is functioning properly in accordance with the Program and applicable state law ("**Inspection Work**"). The District shall perform the Inspection Work by having a BAT certified independent contractor perform the Inspection Work at the District's expense, provided the District shall bill the Owner the amount established by resolution, currently Twenty Eight Dollars and Seventy-five Cents (\$28.75) per device ("**Inspection Work Cost**") for the cost to perform the Inspection Work on the customers regular billing statement, and Owner shall pay the District the Inspection Work Cost according to the District's standard billing procedure. The Inspection Work Cost will include the cost of minor repairs. The contractor will directly contact the homeowner to get approval and coordinate payment for any major repairs or replacement of the BPD.

2.02 The Inspection Work Cost shall be considered a cost to provide water service to the Property and shall be included in the Owner's bimonthly water service from the District, and, if not paid within the twenty-five (25) days set forth above, the District shall have all rights as provided by RCW 57.08.081 and applicable District resolutions, policies and procedures to recover the Inspection Work Cost.

2.03 Owner hereby grants to the District and its agents (collectively the "District") a non-exclusive right to enter upon the Property in the area of the BPD to perform the Inspection Work and for no other purpose. The District shall have such right of entry upon the Property during the term of this Agreement commencing from the Effective Date as set forth in Section 3.03 in this Agreement.

2.04 Owner shall continue to own the BPD, notwithstanding the District's agreement herein to perform the Inspection Work. Owner shall provide continuous access to the Property and the BPD for the District to perform the Inspection Work.

2.05 Each Party shall indemnify, defend and hold the other Party harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, law suits and other proceedings and costs and expenses, including attorney's fees, for bodily injury to persons or damage to property caused by or resulting from the negligence of the other Party.

2.06 The Parties recognize that this is a District Program and that the District reserves the right to terminate the Program and this Agreement and to determine not to provide the Inspection Work any further. Therefore, this Agreement may be terminated by either Party at any time without cause by providing the other Party at least five (5) days written notice, provided the Owner shall still be required to pay the District for any Inspection Work performed by the District for the Owner prior to the effective date of termination.

SECTION 3: GENERAL PROVISIONS

3.01 This Agreement and the right of entry provided herein are subject to all valid rights existing in the Property as of the effective date of this Agreement. Owner reserves the right to grant others the privilege to use the Property and the Parties specifically agree that this Agreement is not exclusive.

3.02 This Agreement shall be effective on the date by which both Parties shall have executed this Agreement in the space provided below (the "Effective Date").

Valley Water District ("District")

By: _____ Its: _____ Dated: _____

Owner Name _____

Mailing Address _____

Phone Number(s) _____ _____ _____
Home **Cell** **Work**

Owner Signature _____