

APPENDIX E

GAGE STEP TOE INTERTIE

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A G R E E M E N T

THIS IS AN AGREEMENT by which the Cities of Richland and Kennewick agree to jointly develop and maintain a 16 inch water main intertie between their respective water systems for the purpose of assuring the availability of an emergency water supply from one system to the other if either such system should fail and the other have the continuing capability to provide such emergency water.

WHEREAS, the proximity of the cities of Kennewick and Richland is such that an emergency intertie between each of the existing systems is economically feasible; and

WHEREAS, the City Council's of both Richland and Kennewick recognize the benefit to be mutually shared by their respective jurisdictions as a result of the development of such an intertie; and

WHEREAS, preliminary engineering studies indicate that the construction of such an intertie would have the effect of allowing each of the respective cities to draw upon the water resources of the other to the extent that the most basic water requirements of the other could be met should an emergency incapacitate one of the respective water systems; and

WHEREAS, both such existing water systems were engineered in such a manner that both systems are hydraulically compatible, thus making such an emergency intertie possible;

3-5-75

NOW, THEREFORE, the respective parties hereto agree as follows:

1) That the City of Richland, a municipal corporation of the State of Washington, hereby authorizes the City of Kennewick, also a municipal corporation of the State of Washington, to design, prepare specifications, and put out for bid, pursuant to their regular City procedures, a contract for the construction of a 16 inch water main intertie including necessary appurtenances between each such cities' existing water system as described by the attached plot plan, marked Exhibit A, and by this reference hereby incorporated herein, provided, that prior to calling for bids, the appropriate staff representatives of each of the jurisdictions shall meet and approve the terms of the project as reflected by the plans, specifications and bid package.

2) It is agreed that those costs connected with the design, preparation of specifications, engineering, costs of administration, construction inspection and other expenses of a like nature be aggregated and shared by the parties in the following portions: Each party hereto shall pay a percentage of these total costs in proportion to the extent to which the total lineal footage of the waterline is laid within their respective jurisdictions. If any of the above mentioned functions are performed "in-house" by either of the parties hereto, the costs assigned therefore shall reflect the "actual" costs incurred in performing the described service and be included herewith.

3) It is agreed and understood that it is the intent of this agreement that the parties share as equitably as possible, all costs both foreseen and unforeseen connected with the implementation of this project, provided, however that any such costs as might not be foreseen by this agreement shall only be thereafter incurred upon the prior written agreement of the parties hereto.

4) With respect to the actual construction of said waterline intertie, and in recognition of the fact that the City of Kennewick has been designated as the lead agency in initiating the construction thereof, the City of Richland agrees to pay its share of the costs connected herewith, as provided by the other provisions hereto upon Kennewick's submission of appropriate vouchers for payment with necessary documentation. In this regard, the City of Richland agrees to pay by warrant to the City of Kennewick such payments as are due and owing no later than 30 days after submission. The City of Kennewick agrees, however, to either provide the City of Richland with, or make available for inspection, all contracts, receipts and other documents relating to expenses incurred in connection with the demised project.

5) With respect to the actual construction costs, it is the intention of the parties that each of the respective cities bear the total costs of that portion of the waterline

intertie which lies within their respective jurisdictions. This shall include but not be limited to acquisition by purchase or easement of the property upon which such intertie is to be located, necessary preparation of the demised property to accommodate the waterline. Each party hereto shall be responsible for its pro-rata share of the labor and materials, reflected by that portion of the waterline, (exclusive of meter station), to be situated within the jurisdictions of each of the parties hereto.

6) It is further agreed that a water metering station shall be constructed and outfitted which is capable of remotely controlling and measuring the flow of water in either direction from within either of the respective jurisdictions.

7) Upon completion of the intertie, it shall be the responsibility of each of the parties to maintain and repair the waterline within their respective jurisdictions, as they deem necessary. With respect to the meter station, the maintenance and inspection thereof shall be the responsibility of the City of Richland; provided, that at the close of each calendar year all expenses connected therewith shall be assigned at the actual cost thereof, documented and presented to the City of Kennewick in the appropriate billing form. The City of Kennewick, no later than 30 days thereafter, agrees to pay to the City of Richland an amount equal to one half such documented amount.

8) It is agreed and understood that the site of the meter station described in Section 5 above is to be at that point 60 feet west of the jurisdictional boundary of the respective cities, as indicated on the attached Plan, marked Exhibit A, and by reference hereby incorporated herein.

9) It is agreed and understood that for the purposes of determining costs to be assigned to the respective parties hereto, the jurisdictional boundary of the cities shall be declared to be that as described by the attached City Limit Plan, marked Exhibit A, and by reference hereby incorporated herein.

10) The cost of the metering station, including land acquisition, site preparation, and construction of the station and equipment necessary therefore shall be shared equally by the parties hereto.

11) Because the demised system shall be controlled in such a manner that either party hereto may activate the flow of the water in the direction of their jurisdiction, it is agreed that upon doing so the party so doing shall immediately notify the utilities director or his designate of the other jurisdiction.

12) With respect to the operation and maintenance of the water intertie and appurtenant equipment, this agreement shall be deemed perpetual; provided, however, that either party may cause the agreement to be terminated by giving 180 days advance written notice to the other. In the event of such a termination a final accounting shall be had with reference to outstanding maintenance cost and the City of Kennewick shall thereupon pay such charges as set forth in Section 7 of this agreement. In recognition of the fact that the meter station is the joint property of the parties hereto, an appraisal shall be made of the value thereof and each party shall have the option of purchasing the others interest therein. If neither party wishes to purchase such equipment, such shall be sold by advertisement and sealed bid to the highest bidder, the

proceeds thereof being shared equally by the parties hereto. All lines and equipment within the respective cities (with the exception of the meter station) shall be deemed to be the separate property of the cities within whose jurisdiction it lies.

13) A. The meter station shall be equipped with a metering device to automatically measure the amount of water flowing from one jurisdiction to the other should either party deem it necessary to draw upon the water system of the other in case of minor emergency, i.e. interrupted water supply for normal use. The jurisdiction using the water shall thereafter be billed for the water used at the lowest commercial rate then in existence in the jurisdiction from which the water was drawn. Upon being presented with a bill therefore, the jurisdiction using the water shall tender payment for such water within 30 days thereafter.

13) B. The meter station shall be equipped with a device to automatically open a 16" gate valve should either party deem it necessary to draw upon the water system of the other in case of major emergency, i.e. loss of reservoir, high fire flow demand. The jurisdiction using the water shall thereafter be billed for the water used at the lowest commercial rate then in existence in the jurisdiction from which the water is drawn. The amount of water used will be based on the water pressure at the station during the time the gate is open and the length of time the gate is open. Upon being presented the bill therefore, the jurisdiction using the water shall tender payment for such water within 30 days thereafter.

14) It is agreed and understood that water is only to be drawn for emergency purposes, *and that the "lowest commercial rate" described above is based on emergency use. Should either party desire to draw upon *upon mutual agreement of the respective City Managers or his designee for each occurrence. ^{PC}

