

*APPENDIX F*

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*TAPTEAL INTERTIE*

## EMERGENCY WATER SUPPLY AGREEMENT

THIS AGREEMENT between the City of Richland, and the City of Kennewick, both municipal corporations of the State of Washington provides, for the development and maintenance of an emergency water supply connection between their respective water systems. The purpose of the connection is to assure 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 water supply connection between each of the existing water 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 emergency supply connections; and

WHEREAS, the Cities, through an April, 1975 agreement, currently maintain an emergency water supply connection between their respective water systems located near the intersection of Steptoe Street and Gage Boulevard; and

WHEREAS, that portion of the City of Richland located north of Kennewick's city boundary and east of Steptoe Street, known as the Richland "Y", may not be serviced directly by the existing emergency water supply connection; and

WHEREAS, preliminary engineering studies indicate that the construction of a second emergency water supply connection near the intersection of Columbia Center Boulevard, Tapteal Drive, and Arrowhead Drive would allow direct emergency service to the Richland "Y" and provide a secondary emergency service point to the City of Kennewick's water system should an emergency incapacitate one of the respective water systems; and

WHEREAS, preliminary engineering studies indicate that the emergency supply connection proposed can provide service from the City of Kennewick water system to the City of Richland's "Y" area water system without pumping, but that service from the City of Richland's "Y" water system to the City of Kennewick water system will require a pump.

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

1) The City of Kennewick hereby authorizes the City of Richland to design and construct an emergency water supply connection including all necessary appurtenances. The City of Kennewick engineering staff shall review and approve the design documents prior to Richland advertising for bids.

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 the responsibility of the City of Richland. City of Kennewick staff expenses incurred to review the plans, specifications, and bid package, and to perform acceptance inspections shall be the responsibility of the City of Kennewick.

3) The City of Richland shall be designated as the lead agency for design and construction of the project. The City of Kennewick agrees to pay the costs associated with project components required to allow connection of a temporary pump. The City of Kennewick's cost related to this project shall not exceed \$10,000 without prior approval. The City of Richland shall be responsible for all other construction costs, including but not limited to pipe, vault, valves, and meters.

4) Upon completion of the emergency water supply connection, it shall be the responsibility of each of the Cities to maintain and repair the water lines within their respective jurisdictions, as they deem necessary. For the purposes of this agreement the City of Kennewick's water line shall begin five feet south of the emergency water supply equipment vault. The City of Richland shall be responsible for the water lines and equipment vault from a point five feet south of the vault and continuing northward. With respect to the equipment vault, the maintenance and inspection thereof shall be the responsibility of the City of Richland.

5) It is agreed and understood that the site of the emergency water supply connection shall be as shown on the attached vicinity map.

6) It is agreed that prior to either City using the connection, they shall request such use from the other City's water distribution manager. For unforeseen emergency situations, verbal authorization from the other City's water distribution manager shall be sufficient to activate the connection. Written notification of an emergency use of the connection shall occur within 48 hours of the emergency request.

7) Use of the connection shall be subject to water supply availability of the supplying City. The supplying City's first obligation shall be to its residents and utility customers. The supplying City shall not unreasonably deny service through the connection, but may deny service through the connection if, in the judgement of its water distribution manager, such service would jeopardize the reliable service of water to its residents and customers.

8) With respect to the operation and maintenance of the emergency water supply connection and appurtenant equipment, this agreement shall be deemed perpetual; provided, however, that either City may cause the agreement to be terminated by giving 180 days advance written notice to the other. In the event the City of Kennewick initiates termination of this agreement the City of Kennewick shall reimburse the City of Richland the appraised value of the emergency water supply connection minus the appraised value of City of Kennewick's portion of the installation. In the event the City of Richland initiates termination of this agreement the City of Richland shall reimburse the City of Kennewick the appraised value of the emergency water supply connection related to the City of Kennewick's portion of the installation.

9) The emergency water supply connection equipment vault shall be equipped with a metering device to automatically measure the amount of water flowing from the City of Kennewick to the City of Richland. The City of Kennewick shall bill for the water used at the lowest commercial rate then in existence for Kennewick customers. In the event the City of Kennewick uses water through the emergency water supply connection water use shall be metered using a portable metering device and

the amount reported to the City of Richland. In the event a portable meter is not available during use by the City of Kennewick a water use estimate will be prepared by the City of Kennewick's engineering staff. Upon review and acceptance of the estimated use by City of Richland engineering staff the City of Richland shall bill for the water used at the lowest commercial rate then in existence for Richland customers. Upon being presented with a bill , the jurisdiction using the water shall tender payment for such water within 30 days thereafter.

10) 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 City desire to draw upon the water system of the other under non-emergency circumstances authorization must first be obtained by the other City and the rate therefore shall be established by mutual written agreement.

11) Neither City makes any guaranty regarding the water quality or quantity available through the emergency water supply connection and accepts all risks associated with the usage of water supplied through this connection.

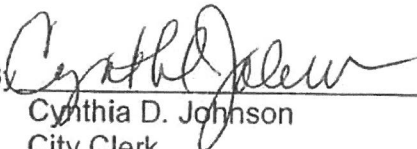
12) Each City agrees that no assignment of liability or indemnification shall be required from one City to the other as a result of construction or operation of this emergency water supply connection.

DATED this 16<sup>th</sup> day of November 2004.

CITY OF RICHLAND, WASHINGTON

By   
ROBERT WELCH  
Mayor

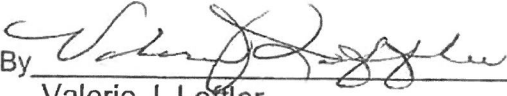
ATTEST:

By   
Cynthia D. Johnson  
City Clerk

CITY OF KENNEWICK, WASHINGTON

By   
JAMES R. BEAVER  
Mayor

ATTEST:

By   
Valerie J. Loffler  
City Clerk

APPROVED AS TO FORM:

By Tom O. Lampson  
Tom O. Lampson  
City Attorney

By John Ziobro  
John Ziobro  
City Attorney

STATE OF WASHINGTON )  
  )  
COUNTY OF BENTON     )

On this 30 day of November, 2004, before me, the commissioned and sworn, personally appeared ~~John E. Barrington~~ <sup>Robert D. Barrington</sup> and Cynthia D. Johnson to me known to be the <sup>A.Y.O.R.</sup> City Manager and City Clerk, respectively, of the City of Richland, Washington, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Jackie L. Carpenter  
Notary Public in and for the State  
Of Washington, residing at Richland



STATE OF WASHINGTON )  
  )  
COUNTY OF BENTON                )

On this 16th day of November 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES R. BEAVER and VALERIE J. LOFFLER to me known to be the Mayor and City Clerk, respectively, of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



*Shula Kaye Dunning*  
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Notary Public in and for the State  
of Washington, residing at Kennewick