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**INTERLOCAL AGREEMENT**  
**CITY OF EDMONDS AND CITY OF LYNNWOOD**  
**For Emergency Watermain Interties**

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THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the City of Edmonds, Washington (“Edmonds”) and the City of Lynnwood, Washington (“Lynnwood”) (collectively, the “Parties”).

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WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

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WHEREAS, Edmonds and Lynnwood are each authorized to provide water service, and each currently provides water service to persons and properties located within its respective water service area; and

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WHEREAS, Edmonds’ and Lynnwood’s water service boundaries are located adjacent to each other; and

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WHEREAS, the Parties desired to obtain supplemental water supply for emergency purposes through interties between their respective water systems, subject to certain terms and conditions; and

WHEREAS, the Parties have constructed four emergency watermain interties at places along their respective water service boundaries; and

WHEREAS, Edmonds is undertaking the construction of a fifth emergency watermain intertie along those boundaries; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, and liabilities regarding these emergency watermain interties; and

WHEREAS, the City Councils of the City of Edmonds and the City of Lynnwood have taken appropriate action to approve each Party’s entry into this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, Edmonds and Lynnwood agree as follows:

**TERMS**

Section 1. Purpose. The purpose of this Agreement is to allocate and define the Parties’ respective rights, obligations, and liabilities concerning the establishment, ownership, operation, use and maintenance of the one new and four existing emergency watermain interties. The

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1 terms, conditions and covenants of this Agreement shall accordingly be interpreted to advance  
2 this purpose.

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4 Section 2. Term. This Agreement shall be effective upon its execution by both of the  
5 Parties hereto, as indicated by the dates written below. Unless terminated in accordance with  
6 Section 3, this Agreement shall remain in effect in perpetuity.

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8 Section 3. Termination. Either Party may terminate this Agreement with or without  
9 cause by providing the other Party with thirty (30) calendar days' written notice of its intent to  
10 terminate. Termination shall not alter the Parties' obligations under Section 4 with respect to  
11 obligations already performed by the other Party, and shall not alter the Parties' respective  
12 obligations under Section 8 of this Agreement.

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14 Section 4. Obligations.

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16 A. Edmonds and Lynnwood agree to provide each other with an emergency standby  
17 source of water through intertie connections between the Parties' water systems at the  
18 five locations described and depicted in **Exhibit A**, attached hereto and incorporated  
19 herein by this reference.

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21 B. Each intertie shall consist of water main, and two normally-closed valves, as depicted  
22 on **Exhibit A**, attached hereto and incorporated herein by this reference. The new,  
23 fifth, intertie shall be constructed by Edmonds at its sole expense, at the location  
24 described and depicted on Exhibit A.

25  
26 C. To the extent necessary, each Party shall transfer ownership of any portion of an  
27 intertie, including the water main and valves, that is located within the other Party's  
28 water service area boundaries by a bill of sale at no cost to the other Party. Each  
29 Party shall accept the transferred intertie facilities, if any, in an "as-is" condition.  
30 Each Party shall then own, operate, repair, replace and maintain in good working  
31 condition and in accordance with all applicable laws and regulations that portion of  
32 each intertie located within its respective water service area boundaries.

33  
34 D. Each intertie shall be used only in the event of an emergency as defined in Section  
35 4.E, or when otherwise required due to a planned, temporary disruption of water  
36 service resulting from construction or maintenance impacting the requesting Party's  
37 water system or water supply.

38  
39 E. For purposes of this Agreement, an emergency shall be any event that requires either  
40 Party's water supply to be augmented on a temporary, unplanned basis, including but  
41 not limited to a water shortage, a major water line break, fire demand, contamination  
42 of water supply, mechanical or electrical equipment failure, or power supply failure.  
43 Unless otherwise agreed to in writing by the Parties, the maximum duration of an  
44 emergency shall be seven calendar (7) days.

1 F. In case of water supply required for emergency use, Edmonds and Lynnwood shall  
2 provide water immediately upon oral notification of such emergency by the other  
3 Party. Follow-up written notice of such emergency request shall be made by the  
4 requesting Party to the supplying Party within fourteen (14) business days of the oral  
5 notification. In the event that the requesting Party anticipates that the emergency will  
6 require use of the intertie for more than seven calendar (7) days, the requesting Party  
7 shall provide an estimate of the duration of the emergency and request that the  
8 supplying Party agree in writing to the requesting Party's use of the intertie for this  
9 duration.

10  
11 G. In case of water supply required for a planned, temporary disruption of service, the  
12 requesting Party shall notify the supplying Party in writing at least five (5) business  
13 days in advance of the dates on which the requesting Party desires to receive water  
14 through an intertie. The request shall include the startup time and the estimated  
15 duration of intertie service, and shall state the reason for the service disruption  
16 requiring use of the intertie.

17  
18 H. When activating intertie service, each Party shall operate their respective system  
19 components only, and shall provide adequate flushing of the system prior to  
20 activating the intertie.

21  
22 I. The Parties shall make reasonable efforts to provide an uninterrupted supply of water  
23 during any period that an intertie is activated; provided, that neither Party shall be  
24 liable for any shortage of or interruption in the delivery of water through an intertie.  
25 In addition, neither Party shall be liable for any failure, interruption in or shortage of  
26 water, or any loss or damage resulting therefrom occasioned by any cause beyond the  
27 control of either Party. Neither Party guarantees the availability of water through any  
28 intertie at all times because of each Party's respective needs and water demand.  
29 Further, during critical water shortage periods as determined by a supplying Party, the  
30 supplying Party, in that Party's sole discretion, may deny use of any intertie until  
31 sufficient water supply exists to make such available for use by the requesting Party.

32  
33 J. The quality of water delivered by either Party through any intertie shall comply with  
34 all applicable federal, state and local laws and regulations, and shall be of the same  
35 quality as that delivered by the supplying Party to that Party's other customers. Upon  
36 request of either Party, the other Party shall provide information regarding the current  
37 quality of water provided through any intertie, so that blending, compatibility, and  
38 other water quality issues may be addressed.

39  
40 Section 5. Billing for Water Used.

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42 A. A written estimate of the quantity of water used shall be reported by the receiving  
43 Party to the supplying Party within three (3) business days after the termination of  
44 any intertie use. The estimate of water used shall be agreed upon by both parties and  
45 shall include a detailed explanation as to how the estimate was derived. If the intertie  
46 use continues for more than thirty (30) calendar days, the written estimate of water

1 use shall be provided on the first day of the following month. If unmetered use of  
2 water is expected to exceed thirty (30) calendar days, the recipient agency shall install  
3 a meter within thirty (30) days of activation of the unmetered intertie.  
4

5 B. In the event that Edmonds or Lynnwood receives water through any intertie, both  
6 Parties agree to pay the other Party for such water delivered at the wholesale rate plus  
7 ten percent (10%). The wholesale rate per CCF shall be determined based on the  
8 preceding complete calendar year, by dividing the total annual volume of water (in  
9 CCF) delivered to Edmonds' or Lynnwood's end users within their respective water  
10 service boundaries, into the total annual costs of potable water purchased from the  
11 wholesale supplier(s) during the same calendar year. The Party delivering such water  
12 shall bill the Party receiving such water monthly for the amount of water delivered.  
13 The Party receiving such water shall pay the supplying Party within forty-five (45)  
14 calendar days of the date of such billing. Any billings not paid by the receiving Party  
15 within such 45-day period shall accrue interest at the rate of twelve percent (12%) per  
16 annum until paid.  
17

18 Section 6. Ownership of Property. Neither Party shall by virtue of this Agreement  
19 acquire any proprietary or governmental interest in the water system of the other Party. Each  
20 Party shall be solely responsible for the operation and maintenance of its own system of water  
21 distribution.  
22

23 Section 7. Administration; No Separate Entity Created. This Agreement shall be  
24 administered jointly by the Edmonds City Engineer and the Lynnwood City Engineer. No  
25 separate legal entity is formed by this Agreement.  
26

27 Section 8. Release, Indemnification and Hold Harmless Agreement. Each Party to this  
28 Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and  
29 those of its own officers, agents, employees, representatives, contractors or subcontractors, to the  
30 fullest extent required by the laws of the State of Washington. Each Party agrees to protect,  
31 indemnify and save the other Party harmless from and against any and all such liability for injury  
32 or damage to the other Party or the other Party's property, and also from and against all claims,  
33 demands and causes of action of every kind and character arising directly or indirectly, or in any  
34 way incident to, in connection with, or arising out of the performance of this Agreement, caused  
35 by its own negligence or wrongful acts or omissions, or that of its officers, agents, employees,  
36 representatives, contractors or subcontractors; provided, that the indemnifying Party's obligation  
37 to indemnify, defend and hold harmless the other Party for claims caused by or resulting from  
38 the concurrent negligence or wrongful acts or omissions of the indemnifying Party shall apply  
39 only to the extent of the negligence or wrongful acts or omissions of the indemnifying Party.  
40

41 Section 9. Governing Law and Venue. This Agreement shall be governed by the laws of  
42 the State of Washington. Any action arising out of this Agreement shall be brought in  
43 Snohomish County Superior Court.  
44

45 Section 10. No Employment Relationship Created. The Parties agree that nothing in this  
46 Agreement shall be construed to create an employment relationship between Edmonds and any

1 employee, agent, representative or contractor of Lynnwood, or between Lynnwood and any  
2 employee, agent, representative or contractor of Edmonds.

3  
4 Section 11. No Third Party Rights. This Agreement is intended for the sole and  
5 exclusive benefit of the Parties hereto and no third Party rights are created by this Agreement.

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7 Section 12. Notices. Notices to Edmonds shall be sent to the following address:

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9 **City of Edmonds**  
10 **Public Works Director**  
11 **7110 210<sup>th</sup> St SW**  
12 **Edmonds, WA 98026**

13  
14 Notices to Lynnwood shall be sent to the following address:

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16 **City of Lynnwood**  
17 **City Engineer**  
18 **P.O. Box 5008**  
19 **Lynnwood, WA 98046**

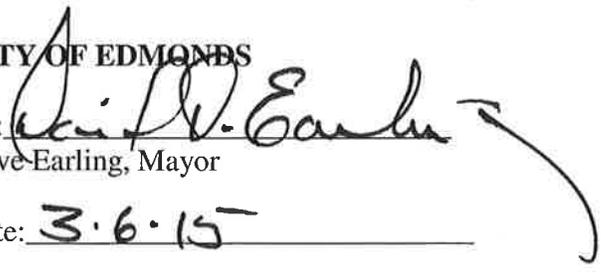
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22 Section 13. Duty to File Agreement with County Auditor. Edmonds shall, after this  
23 Agreement is executed by both Parties, file this Agreement with the Snohomish County Auditor.

24  
25 Section 14. Integration/Amendment. This document constitutes the entire embodiment  
26 of the agreement between the Parties with respect to the subject matter herein and supersedes and  
27 replaces all prior agreements, both written and oral. This Agreement may only be modified or  
28 amended by an agreement in writing signed by both Parties hereto.

29  
30 Section 15. Non-Waiver. Waiver by any Party of any of the provisions contained within  
31 this Agreement shall not be construed as a waiver of any other provision.

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33 Section 16. Binding Effect. This Agreement shall be binding upon and inure to the  
34 benefit of the Parties hereto and their respective successors and assigns.

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37 **CITY OF EDMONDS**

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39 By:  Dave Earling, Mayor

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42 Date: 3.6.15

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45 ATTEST:

1   
2 Scott Passey, City Clerk

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5 APPROVED AS TO FORM:

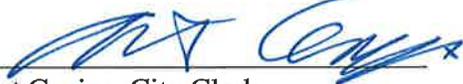
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8 Office of the City Attorney

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12 **CITY OF LYNNWOOD**

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14 By:   
15 Nicola Smith, Mayor

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17 Date: 3-18-2015

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19  
20 ATTEST:

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23 Art Ceniza, City Clerk

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26 APPROVED AS TO FORM:

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29 Office of the City Attorney

Exhibit A  
Intertie Location Matrix

Intertie #	Intertie Valve Location (Edmonds)	Edmonds Meter	Edmonds Meter Size	Edmonds Pipe Size	Edmonds Valve # Opening Intertie	Intertie Valve Location (Lynnwood)	Lynnwood Meter	Lynnwood Meter Size	Lynnwood Pipe Size	Lynnwood Valve # Opening Intertie
1	21000 Block of Highway 99	No	None	8 inch	10-1	West side of Highway 99 at south Driveway of 20910	No	None	12 inch	E-3
2	Intersection of 76th Ave W and 208th St SW	No	None	12 inch	10-19E	None*	No	None	8 inch	E-1*
3	On Olympic View Drive approx 170 feet west of intersection with 73rd Ave W	No	None	8 inch	6-42A	Southwest hillside near walking path near Olympic View Drive and 73rd Ave W	No	None	8 inch	E-4
4	Intersection of Olympic View Drive and 180th St SW	No	None	8 inch	3-14A	Olympic View Drive East side at 180th St SW	No	None	8 inch	E-15
5	On 68th Ave W North of the intersection of North Meadowdale Road	Yes	6 inch (To Be constructed by end of 2015)	8 inch (To Be constructed by end of 2015)	To be determined	On 68th Ave W North of the intersection of North Meadowdale Road	No	None	8 inch (To Be constructed by end of 2015)	To be determined

\*E-1 is Edmonds intertie valve at this location. Lynnwood does not have a valve at this intertie location.