

KING COUNTY WATER DISTRICT NO. 90

KING COUNTY, WASHINGTON

RESOLUTION NO. 980

A RESOLUTION of the Board of Commissioners of King County Water District No. 90, King County, Washington, authorizing and adopting the Agreement for the Sale of Water in an Emergency with the City of Renton.

WHEREAS, King County Water District No. 90 may experience emergency situations causing the interruption of its water supply; and

WHEREAS, the City of Renton is willing to sell an increment of water to the District when available during such emergencies.; and

WHEREAS, the District desires to enter into an agreement providing for the purchase of water from the City of Renton in an emergency.

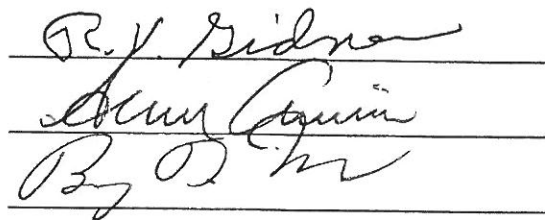
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 90 AS FOLLOWS:

Section 1: That the Agreement for the Sale of Water in an Emergency between King County Water District No. 90 and the City of Renton attached hereby as Exhibit "A" is hereby approved and adopted in its entirety.

Section 2: The District staff is hereby authorized to take such administrative action as may be necessary to effectuate the provisions of this Resolution.

Section 3: That this Resolution shall become effective September 2, 2014.

ADOPTED by the Board of Commissioners of King County Water District No. 90, King County, Washington at its regular, open public meeting thereof held on 2nd day of September, 2014.



Three handwritten signatures are present on three horizontal lines. The top signature appears to be 'R. J. Bidner', the middle one 'Mary Quinn', and the bottom one 'By D. M.'.

**AGREEMENT FOR THE SALE OF WATER IN AN EMERGENCY
FROM THE CITY OF RENTON
TO KING COUNTY WATER DISTRICT NO. 90**

This AGREEMENT made and entered into this 26th day of Sept, 2014, by the CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "RENTON" and KING COUNTY WATER DISTRICT NO. 90, a municipal corporation of the State of Washington, hereinafter called "KCWD 90".

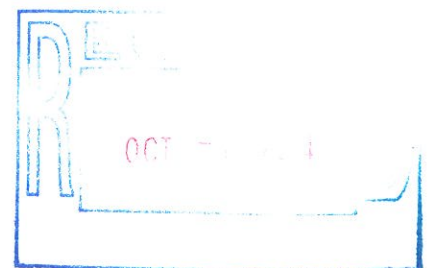
WHEREAS, KCWD 90 may experience emergency situations causing the interruption of its water supply;

WHEREAS, RENTON, in the spirit of intergovernmental cooperation during such water supply emergencies, is willing to sell an increment of water to KCWD 90 when available during non-peak periods; and

WHEREAS, the parties desire to enter into an AGREEMENT providing for the sale of water from RENTON to KCWD 90 in an emergency;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- 1) Term of AGREEMENT. The effective date of this AGREEMENT shall be September 26th, 2014. The AGREEMENT shall be for a minimum of one (1) year and shall continue in full force and effect in its present form, or as amended until terminated by either party in accordance with Section 15 of this AGREEMENT. The rates and quantities of water sold are set forth in Sections (3), and (8).
- 2) Sale. Subject to the conditions set out in this agreement RENTON may sell water to KCWD 90 in the event that KCWD 90 is experiencing an emergency. An emergency is defined, for the purposes of this agreement, as a situation of relative short duration during which KCWD 90 cannot meet water consumption needs of all or part of its distribution system.
- 3) Sale Price of Renton Water: KCWD 90 shall pay to RENTON for all water delivered at the rate of RENTON's wholesale water rate. The rates charged by RENTON shall be the rate in effect at the time of water delivery.



- 4) Location of Interties: This Agreement is limited to two (2) intertie locations described as follows: KCWD 90 Pump Station No. 1 located near the intersection of NE 4th Street and Whitman Ave NE (Section 15 Township 23 Range 5). On SR 900 West of 10930 144th Ave SE (Section 3 Township 23 Range 5).
- 5) Metering. KCWD 90 shall provide, and own and maintain, an appropriate metering device to measure the water flowing through the intertie. Before allowing any water to flow through the intertie, KCWD 90 shall provide a description and documentation of the emergency condition to RENTON.
- 6) Priority and Continuity of Service. The determination of whether water is available for emergency sale shall be at the sole discretion of RENTON. In the event of a condition requiring restrictions on the delivery of water, RENTON shall have the right to restrict or interrupt delivery of water service if it determines that such interruption or reduction is necessary or reasonable. Except in cases of emergency and in order that operations will not be unreasonably interfered with, RENTON shall give KCWD 90, reasonable notice of any such interruption or reduction, the reason therefore, and the probable duration thereof. KCWD 90 shall discontinue or reduce service from the intertie upon reasonable notice. Service shall be reactivated or increased again subject to the aforementioned conditions.
- 7) Water Quality. The quality of water delivered under this AGREEMENT shall comply with all applicable provisions of state and federal law and rules and regulations of the appropriate state agency governing water quality, and subject also to applicable provisions of City ordinances relating thereto and not inconsistent herewith. RENTON agrees to deliver water which shall be of no less quality than is delivered to its other retail customers throughout the service area. Prior to any delivery of water, information on current water quality will be provided to KCWD 90 so that blending, compatibility and other water quality issues can be evaluated and addressed.
- 8) Quantity of Water. Depending upon demand conditions, water availability (including conservation impacts), as well as aquifer behavior, in the water systems, RENTON may make available, for the purchase by KCWD 90, up to the approximate amount of one million eight hundred thousand (1,800,000) gallons per day, at flow rates vary from zero to approximately 1,250 gallons per minute, from the intertie described and located in Section (4) of this agreement.

9) Coordination and Project Management.

A) Operations:

For the purpose of operating the intertie between RENTON and KCWD 90, coordination shall occur between representatives of the systems, who are:

Water Maintenance Manager for the City of Renton
and
District Manager for King County Water District No. 90
(or their designated representatives)

The coordination shall consist of exchanging operational information such as the interties used, the respective flow rates, back-pressure sustaining valve setpoints, system pressure effects, water quality characteristics, and other operational information as necessary to accomplish the purposes of this AGREEMENT while maintaining safe operation of both systems.

B. Engineering:

For the purposes of coordinating engineering issues regarding the RENTON and KCWD 90 intertie, the following personnel shall be the designated representatives:

Lys Hornsby, Utility Systems Director for the City of Renton
and
District Manager for KCWD 90
(or their designated representatives or replacements)

The engineering issues addressed shall include operational criteria as well as hydraulic behavior, water quality considerations, and other appropriate engineering issues.

C. Administration:

For the purposes of AGREEMENT administration and AGREEMENT modifications or interpretations, the following personnel shall be the designated representatives:

Lys Hornsby, Utility Systems Director for the City of Renton
(or her designated representatives or replacements)
Renton City Hall, 1055 S. Grady Way, Renton, WA 98057
and

District Manager for KCWD 90
(or their designated representatives or replacements)
15606 SE 128th Street, Renton, WA 98059-4540

- 10) Payment. RENTON shall read the meter once each month at approximately thirty (30) day intervals. Payment shall be made by KCWD 90 as soon as possible after receipt of statement from RENTON, and in any event, not later than the tenth (10) of the second month following the presentation of the bill.

In the event a meter shall fail to register or obviously register incorrectly, the amount of water considered delivered through said meter shall be the amount delivered the previous day or the last day that the meter was previously known to be properly functioning and the total amount registered shall be pro-rated based on the number of days multiplied times the reading used.

- 11) Penalties For Late Payment. RENTON may assess a late charge on KCWD 90 for failure to comply with the provisions in Section (10). This charge shall be at the rate of twelve percent (12%) per year. In the event that KCWD 90 should fail to make any payment for a period of sixty (60) days after the same becomes due, RENTON shall have the right to terminate further water service until such delinquency is cured.

- 12) Procedure for Amending the Contract. Either party can request the other to consider an amendment of the AGREEMENT. Any proposed amendments shall be made in writing. Amendments may be made if they are mutually acceptable to RENTON and KCWD 90 and signed by both parties.

- 13) Access to Facilities and Records. Each party shall be entitled to inspect the facilities of the other at any reasonable time. Both parties agree to make mutually available such information or records as are at their disposal and as may be reasonably necessary to properly implement any section of this AGREEMENT.

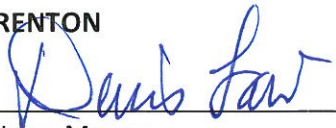
- 14) Non-Assignability. Neither this AGREEMENT nor any interest therein shall be transferred or assigned by either party without prior written consent of both parties.

- 15) Termination. This AGREEMENT may be terminated in whole or in part by either party any time after one year from the date of this AGREEMENT, upon ninety (90) days written notice sent by certified mail to the other party.

DATED this 26 day of September 2014

Authorized by Resolution No. 4257 of the City Council of the City of Renton, Washington, at its regular meeting held on 15 day of September, 2014.

CITY OF RENTON

By: 
Denis Law, Mayor

ATTEST: 
Jason Seth, Acting City Clerk




APPROVED AS TO LEGAL FORM:


Lawrence J. Warren, City Attorney

Approved by Resolution No. 979 of the Board of Commissioners of KCWD 90 WATER AND SEWER DISTRICT, of King County, Washington, adopted at its regular meeting held on 16th day of September, 2014.

KING COUNTY WATER DISTRICT NO. 90

By: 
Thomas Hoffman, District Manager

ATTEST:

