

*CITY OF PULLMAN  
AND  
WASHINGTON STATE UNIVERSITY*

*WATER SYSTEM INTERTIE AGREEMENT*

In order to provide for a continued water supply under emergency conditions, the City of Pullman ("City") and Washington State University ("University"), agree as follows:

1. **Purpose.** Four emergency interties are provided between the water systems for the City and for the University. These are located at the intersection of: (1) Valley Road and Hillside Drive; (2) on Valley Road approximately 800 feet west of Hillside Drive; (3) at the south end of Duncan Lane; and (4) at the southeast end of Oak Street. The interties may be used by either party in an emergency situation only. The determination of whether a situation constitutes an emergency is left to the sole discretion of the party that wants to use the intertie. Each party shall notify the other prior to operating the manual valves between the systems. For the City, the person to be notified shall be the Public Works Department Maintenance and Operations Superintendent and/or Maintenance Supervisor. For the University, notification shall be made to the Department of Facilities Operations via Whitcom 911 Center. Charges for water used during an emergency will be negotiated between the parties and shall be reasonable. If the parties are unable to agree to a reasonable charge, the parties will follow the dispute resolution process in paragraph four (4) of this agreement. The interties may be used by either party as long as an emergency condition exists and the intertie use does not have a detrimental effect on the water system from which water is being drawn. The determination of whether intertie use has a detrimental effect is left to the sole discretion of the party from whose water system the water is being drawn.
2. **Compliance With Laws.** Each party accepts responsibility for its compliance with applicable federal, state, and local laws. No waiver of any law is contemplated by this Agreement.
3. **Indemnification.** The University shall indemnify and hold harmless the City (including its elected and appointed officers, agents, and employees) from all claims, costs, damages, or expenses, including attorneys' fees, arising out of the negligence of the University in using the interties. Likewise, the City shall indemnify and hold harmless the University (including its elected and appointed officers, agents, and employees) from all claims, costs, damages, or expenses, including attorneys' fees, arising out of the negligence of the City in using the interties. In the case of negligence of both the University and the City, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.
4. **Disputes.** Any dispute involving the interpretation or application of this agreement shall be subject to dispute resolution by following these steps. First, the parties shall meet, discuss, and attempt to resolve the dispute themselves. If this step fails, the parties shall each appoint one representative. These two representatives shall mutually appoint a third representative. These

three representatives shall evaluate the facts, agreement terms, and applicable statutes and rules and decide the dispute at no cost to the parties. The decision shall be final and binding on the parties.

5. **Non-Assignment.** Neither party shall assign any rights hereunder to any other person or entity, governmental or otherwise, without the prior written approval of the other party.

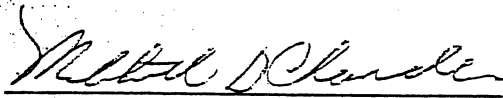
6. **Modification/Amendment.** This Agreement embodies the entire Agreement between the City and the University regarding use of the interties. No alteration or variation of terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. Oral understanding or agreements not incorporated herein shall not be binding.

7. **Interpretation.** The parties acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party.

8. **Severability.** If any of the provisions of this Agreement shall be declared to be invalid by a court of competent jurisdiction, then the intent of the parties is that the remainder of the provisions herein shall remain in full force and effect.

9. **Effective Date.** This Agreement is effective as of the latest date noted below.

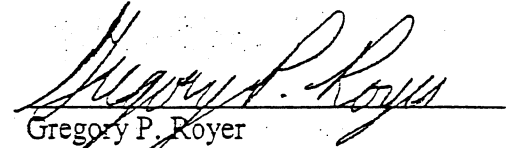
City of Pullman:



Mitchell D. Chandler  
Mayor

Date: Oct 3, 2001

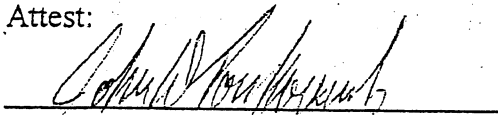
Washington State University:



Gregory P. Royer  
Vice President for Business Affairs

Date: 8/30/01

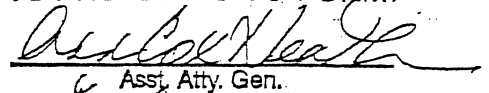
Attest:



John D. Tonkovich  
Finance Director

Date: Oct 3, 2001

APPROVED AS TO FORM:



20 day of August, 2001  
Asst. Atty. Gen.

RESOLUTION NO. R-71 -01

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERTIE AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR PROVISION OF A CONTINUED WATER SUPPLY UNDER EMERGENCY CONDITIONS.

WHEREAS, the City Council for the city of Pullman has before it an Agreement entitled Water System Intertie Agreement which is attached hereto and marked as Exhibit "A"; and,

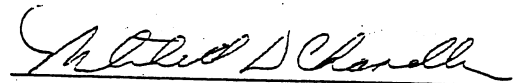
WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Agreement.

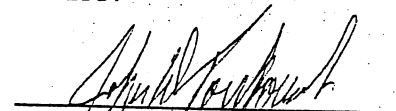
IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the 2nd day of October, 2001.

DATED this 3rd day of October, 2001.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Finance Director