

**INTERLOCAL AGREEMENT  
REGARDING WATER SERVICE AREA BOUNDARIES**

This agreement is executed this 8<sup>th</sup> day of November, 2007, by and between THE CITY OF DUVALL (hereinafter "Duvall") and KING COUNTY WATER DISTRICT NO. 119 (hereinafter "the District"), both of which are municipal corporations under the laws of the State of Washington.

**RECITALS**

A. Duvall and the District are both water purveyors and operate municipal water distribution systems within their corporate limits.

B. Pursuant to the Water System Coordination Act (RCW Chapter 70.116), the East King County Regional Water Authority has designated future service areas for all water purveyors in the East King County area, including Duvall and the District.

C. Duvall and the District previously executed an Agreement entitled "Agreement to Provide Service and Amending Water Planning Boundaries and Service Areas", dated January 26, 1988, which was amended by an Agreement dated June 16, 2000.

D. Duvall and the District also executed an Agreement entitled "Interlocal Agreement Regarding Water Service Area Boundaries" dated October 20, 2000, which amended the Service Area boundaries previously agreed to.

E. The East King County Regional Water Authority recently approved another amendment to the service area boundaries in connection with an annexation proceeding conducted by the District.

F. Duvall and the District wish to execute this new agreement to confirm the service area boundaries between the two systems and to agree upon "cross-boundary" service at one location.

**AGREEMENT**

1. Termination of Prior Agreements. The 1988 and 2000 Agreements recited above are hereby terminated and wholly replaced by this Agreement.

2. New Service Area Boundaries. Duvall and the District hereby agree that the boundaries between their respective "future service areas" is depicted in the map attached hereto as Exhibit "A". Duvall and the District shall hereafter be responsible for planning for future water service in their respective service areas. In agreeing upon this boundary, Duvall and the District have considered such factors as topography, existing

water storage and pumping systems, Duvall's Urban Growth Area boundaries and all other factors that determine a logical boundary for their respective service areas.

3. Cross-Boundary Service. Duvall and the City have previously agreed upon one location where "cross-boundary service" has been provided, at the area where Big Rock Road crosses the service area boundary. Duvall has installed a valve which provides the District with a connection to the Duvall water system at that location (hereinafter "the connection point"). Although the area just south and east of the connection point lies within the District's service area, the District does not yet have water service lines which extend to that vicinity. Several customers on the District's side of the boundary have been served by water from Duvall's water supply from the connection point in the past, using extensions along Big Rock Road constructed and maintained by the District. In the prior agreements, the parties had agreed that there would be a limit on the number of such connections. The parties now agree that there shall be no arbitrary limit on the number of such connections and that Duvall will allow additional customers of the District along Big Rock Road to be served in such a manner, on the following terms:

a. Consent by Duvall. If the District receives additional requests from customers for water service in the general vicinity of the Duvall water supply connection point on Big Rock Road, the District shall contact Duvall and request permission to make such connections. Duvall's permission for such additional connections shall not be unreasonably withheld and shall be granted as long as Duvall has an adequate water supply available at the Big Rock Road location.

b. Costs of Extension and Connection. All costs of extending, tapping and connecting the water lines to serve the customers in the District's water service area shall be paid by the customer or by the District, and Duvall shall not be required to pay any such costs.

c. Ownership and Maintenance. All water lines downstream from the connection point shall be owned by the District and the District shall be responsible for maintaining and replacing all such water line extensions.

d. Meter Reading and Billing. Duvall shall read the meters of those customers in the District's service area who obtain water from the Duvall connection point and shall periodically bill the District for all water consumed by such customers. The billing statements shall provide a breakdown of the amount consumed by each customer. Duvall shall bill such services at Duvall's "outside of City" rates. The District shall be responsible for paying those bills to Duvall and will then bill the customers directly, including whatever mark-up the District determines to be reasonable to cover its costs of maintaining those water lines.

4. Future Intertie Connection. At such future time that the District's water distribution system is extended along Big Rock Road to reach the connection point, the District and Duvall agree to install an intertie connection to provide both Duvall and the



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

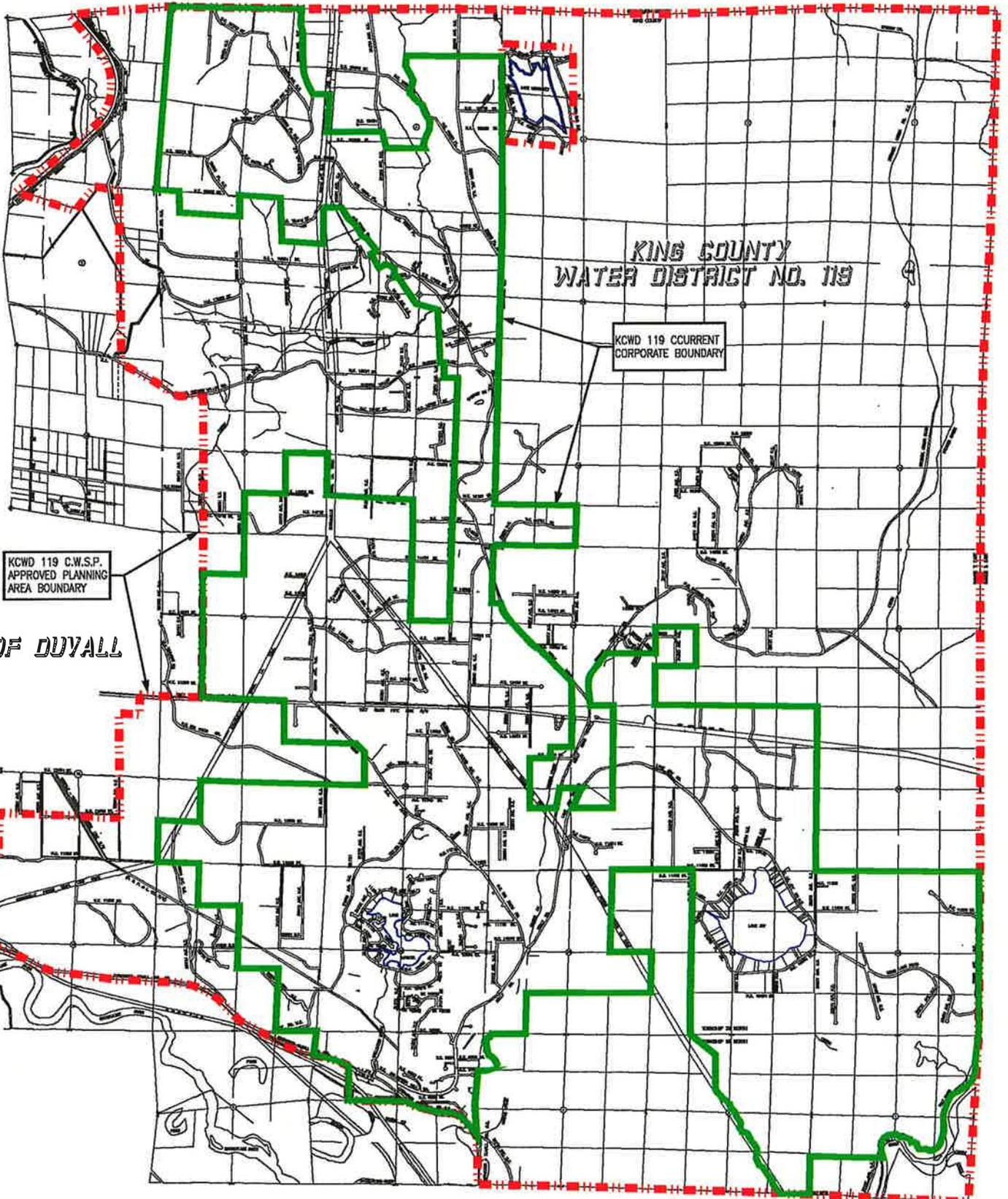
On this day, personally appeared before me Terry Olson, to me known to be the President of the Board of Commissioners of King County Water District No. 119, who acknowledged to me that he signed the same as the free and voluntary act and deed of said District, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 8<sup>th</sup> day of November, 2007.



*M. S. Harris*  
(Print Name) MALCOLM S. HARRIS  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle.  
My appointment expires: 4/27/10

# EXHIBIT A



KING COUNTY  
WATER DISTRICT NO. 119

KCWD 119 CURRENT  
CORPORATE BOUNDARY

KCWD 119 C.W.S.P.  
APPROVED PLANNING  
AREA BOUNDARY

CITY OF DUYALL

CITY OF GARNATION

