

**INTERLOCAL AGREEMENT  
Flow-through Fire Protection System Inspection**

THIS AGREEMENT is made this 8th day of January, 2015 between the NORTSHORE UTILITY DISTRICT, a municipal corporation in King County, Washington ("District") and the CITY OF KIRKLAND, a municipal corporation in King County, Washington ("City").

**RECITALS**

- 1.1 District provides water service to the area northeast of Lake Washington, including the Totem Lake, Finn Hill, Juanita and Kingsgate areas of City, in King County, Washington. City provides water service to the rest of City not served by District.
- 1.2 City regulates fire protection services for a portion of District's water service area located within City limits.
- 1.3 To protect the public water supply system and to comply with WAC 246-290-490, District requires backflow prevention for single-family structures equipped with fire sprinkler systems. With no authority to enter the structure, the District normally requires the installation of a Double Check Valve Assembly (DCVA) for this purpose.
- 1.4 WAC 246-290-010 defines a "flow-through fire protection system" as a sprinkler system that is:
  - Is supplied only by the purveyor's water;
  - Does not have a fire department pumper connection;
  - Is constructed of approved potable water piping and materials to which sprinkler heads are attached; and
  - Terminates at a connection to a toilet or other plumbing fixture to prevent stagnant water.
- 1.5 City desires to allow the use of a flow-through fire protection systems as the alternative backflow prevention method to reduce cost for the property owners and builders of single-family homes.
- 1.6 District is willing to accede to City's desire if City can inspect the installation of these flow-through fire protection systems within single-family structures.
- 1.7 District and City are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements.

**AGREEMENT**

In consideration of the terms and conditions contained herein, the parties now agree as follows:

- 2.1 City agrees to include the inspection of any "flow-through fire protection system" installed in single-family homes, located within City limits and receiving water service from District, as a part of its fire protection system final inspection by the City Marshal.
- 2.2 City shall certify that the installation of the "flow-through fire protection system" so inspected meets the definition in section 1.4 above.
- 2.3 District may rely on said certification by City to waive the installation of a DCVA as described in section 1.3 above.
- 2.4 City shall provide the results of such inspections to District in writing or electronic format (by email), at no cost to District.
- 2.5 This Agreement shall take effect upon full execution of the Agreement by the City and the District, including any required authorizations by the governing bodies of the City and the District. This Agreement shall remain in effect until terminated by either party by thirty (30) days' prior written notice to the other party.
- 2.6 A copy of this Interlocal Agreement shall be filed with the City Clerk, the King County Recorder's Office and the State Department of Health.

**CITY:**

CITY OF KIRKLAND

By Marilynne Beard  
 Name: Marilynne Beard  
 Title: Deputy City Manager

**Approved as to Form:**

OFFICE OF THE CITY ATTORNEY

By Oskar Rey  
 Name: Oskar Rey  
 Title: Assistant City Attorney

**DISTRICT:**

NORTHSHORE UTILITY DISTRICT

By Fanny Yee  
 Fanny Yee, its General Manager

**Approved as to Form:**

DISTRICT GENERAL COUNSEL

By Kinnon Williams  
 Kinnon Williams  
 Inslee Best Doezie and Ryder, PS