



**Utility Advisory Committee Special Meeting (Remote)**  
**Tuesday, April 28, 2026**  
**12 pm to 1 pm**

Remote Meeting on Zoom  
<https://bainbridgewa.zoom.us/j/87623573881>  
or Telephone: US: +1 253 215 8782  
Webinar ID: 876 2357 3881

**Agenda**

**1. Call to Order / Roll Call**

**2. Approval of Agenda / Conflict of Interest Disclosure**

**3. Public Comment**

In person public comment is accepted at this time on any topic of public interest. Each commenter will have three minutes, or such amount as the meeting chair determines, to speak. Public comment is not taken on individual agenda items during the meeting. Public comment is simply received by the Committee, with no response, and the Committee cannot deliberate on items that are not on the agenda. The lack of comment is not an endorsement or a denial of the comment. Please refer to guidelines and instructions for public comment, including orderly behavior and civility in remarks, posted on the agenda page. Remote public comment is allowed with advance notice by 4:00 p.m. on the business day before the meeting by emailing [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov), provided that all remote commenters shall be required to display their true name and to keep their camera turned on to show their true uncovered face while delivering their comments.

**4. Council Liaison Report**

**5. Regular Business**

- A. Discuss feedback to the City Council on the Comprehensive Plan Utility Element
- B. Introduce Water System Coordination Planning draft Interlocal Agreement with Kitsap Public Utility District
- C. Discuss upcoming UAC meeting schedule and work plan
- D. Discussion of UAC representation at the next PSE annual meeting

**6. Good of the Order**

**7. Adjournment**

The City of Bainbridge Island's meetings are wheelchair accessible. The City also provides auxiliary aids and services for effective communication such as assistive listening devices, closed captioning, and print materials in digital format. For other reasonable accommodations and/or modification to programs, services, or activities, please contact the ADA Coordinator at [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov) or 206-842-2545 as soon as possible, preferably at least 2 business days prior to the meeting.

**INTERLOCAL AGREEMENT BETWEEN CITY OF BAINBRIDGE ISLAND AND  
KITSAP PUBLIC UTILITY DISTRICT FOR PUBLIC WATER SYSTEM  
COORDINATION EFFORTS**

**THIS AGREEMENT** (“Agreement”) is made and entered into on the date of the last signature set forth below by the City of Bainbridge Island (“City”) and Kitsap Public Utility District (“KPUD”).

**RECITALS**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, authorizes cooperative efforts between public agencies; and

**WHEREAS**, the City and KPUD own and operate public water systems within the City of Bainbridge Island with source, storage and facilities capable of being shared with the other for mutual benefit of their constituents; and

**WHEREAS**, the City and KPUD both desire to coordinate future public water system improvements to ensure the best possible outcomes for resource management, environmental sustainability and continuity of utility service to customers; and

**WHEREAS**, KPUD has identified near-term water supply needs for the South Bainbridge Water System; and

**WHEREAS**, the City’s Groundwater Management Plan recommends long-term water system planning and coordination efforts with KPUD to advance resource sustainability and water conservation efforts; and

**WHEREAS**, the City and KPUD acknowledge that this Interlocal Agreement establishes an intentional framework for coordination efforts, and that the Agreement is intended to be amended as needed to address the details of specific supportive actions moving forward.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of and subject to the terms and conditions set forth below, the City and KPUD agree as follows:

**1. Near-Term South Bainbridge Water System Intertie Planning.** KPUD has identified near-term water supply needs for the South Bainbridge Water System. The City and KPUD share a mutual interest in addressing these needs through cooperative planning and infrastructure coordination that supports efficient and resilient systems operation, protection of shared water resources, and cost-effective service delivery to their respective customers. The City and KPUD anticipate working together to construct a water system intertie near the head of Eagle Harbor that would connect the South Bainbridge system and the City’s Winslow system. Subject to system capacity, regulatory approval, and mutually agreed operational conditions, the City could provide supplemental supply to KPUD during peak demand periods. The intertie would provide a

cost-effective and timely alternative to development of new supply sources. The city is committed to evaluating available system capacity to determine the extent to which water may be provided through the proposed intertie.

An amendment to this agreement will establish the terms and responsibilities between parties for the planning, design, funding, construction and operation of the intertie, including but not limited to the following:

- An engineering evaluation of the City's Head of the Bay well site to identify any infrastructure or operational modifications necessary to support intertie use;
- Planning, permitting, design, construction, and operation/maintenance requirements for a water main extension along Eagle Harbor Drive north from the South Bainbridge Water System to the proposed intertie location with the City;
- Estimated capital costs, cost allocation, and potential funding sources; and
- Wholesale water rates and payment terms applicable to any water provided by the City to KPUD through the intertie.

**2. Long-Term Water System Intertie and Supply Well Planning.** The City and KPUD recognize that long-term coordination and physical interconnection of the island's south, central and north end major public water systems can improve system reliability, enhance emergency response capability, promote efficient use of existing infrastructure, and reduce long-term capital and operational costs. Strategic system interties can support sustainable groundwater management by allowing water to be conveyed from areas of relative surplus to areas of need, thereby reducing localized impacts to the island's aquifers. Interconnected systems are commonly governed through a "Wheeling Agreement," which enables regional infrastructure sharing for water conveyance. Wheeling agreements benefit both agencies and their customers by improving reliability and cost efficiency, reducing reliance or over-pumping of individual sources, and supporting balanced use of the island's groundwater resources. These outcomes are consistent with the City's Groundwater Management Plan, which recommends diversifying water supply locations geographically and across multiple aquifers to minimize impacts on surface and groundwater levels.

An amendment to this agreement will establish the terms and responsibilities between parties for the development of a Wheeling Agreement that includes parameters for planning, funding, construction, and operation of interties and coordinated water system management, including, but not limited to the following:

- An engineering and permitting evaluation of intertie locations, including recommendations for timing, permitting, and infrastructure needs, including associated costs and funding opportunities;
- A hydrogeologic review of shared supply well alternatives, including groundwater model evaluations;
- Evaluation of shared operational and planning procedures, including updating of the regional Water Retail Service Area Map.

3. **Water Conservation Efforts.** The City and KPUD recognize the need for coordinated and consistent water conservation efforts to ensure the long-term sustainability of the Island's water resources. An amendment to this agreement will establish shared goals and tactics to advance water conservation efforts in the short and long-term.

4. **Term of Agreement.** This Agreement shall take effect on the date of the last signature of the parties below.

5. **Notices.** All notices hereunder may be delivered, emailed, or mailed. If mailed, they shall be sent to the following respective addresses:

To KPUD:

General Manager  
PO Box 2910  
Poulsbo, WA 98370  
Phone: (360) 626-7760

To Bainbridge Island:

City of Bainbridge Island  
280 Madison Ave. N.  
Bainbridge Island, WA 98110  
Attn: City Clerk  
Phone: (206) 780-8618

or to such other respective addresses as either party may hereafter designate in writing. All notices and payments mailed by regular post (including First-Class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

6. **Termination.** Either party may terminate this Agreement without cause on at least twelve (12) months' advance written notice to the other party. Either party may terminate this Agreement for a material breach thereof on thirty (30) days' advance written notice, provided, that if the breaching party cures the breach within the thirty (30) day notice period or, if such breach cannot reasonably be cured within thirty (30) days the breaching party commences cure and pursues the same diligently to conclusion, then this Agreement shall not terminate. Until the date of termination, the parties shall continue to comply with the terms and conditions of this Agreement. If both parties consent in writing, this Agreement may be terminated at any mutually agreed upon time.

7. **Indemnity.**

A. **Indemnity by KPUD.** KPUD agrees to indemnify, defend (with counsel reasonably acceptable to the City) and hold the City, its elected and appointed officers, agents, employees, and contractors harmless from and against any and all claims, suits, actions, damages, fines, penalties, liabilities and/or causes of action for any alleged personal injury, loss of life, and/or damage to property arising out of or in connection (i) KPUD's breach of its obligations under this Agreement; or (ii) any negligent, reckless, or intentional act of KPUD or any of its officers, agents, employees, invitees, or contractors. The foregoing indemnity is specifically and expressly intended to constitute a waiver of KPUD's immunity under the Washington Industrial Insurance Act, Title

51 RCW, to the extent, but only to the extent, necessary to provide the City with a full and complete indemnity from claims made by KPUD or its employees as provided herein. The City and KPUD acknowledge that additional indemnification terms may be negotiated as the agreement is amended to address future actions.

B. **Indemnity by the City.** The City agrees to indemnify, defend (with counsel reasonably acceptable to KPUD) and hold KPUD, its officers, agents, employees, and contractors harmless from and against any and all claims, suits, actions, damages, fines, penalties, liabilities and/or causes of action for any alleged personal injury, loss of life, and/or damage to property arising out of or in connection (i) the City's breach of its obligations under this Agreement; or (ii) any negligent, reckless, or intentional act of the City or any of its officers, agents, employees, invitees, or contractors. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the City's immunity under the Washington Industrial Insurance Act, Title 51 RCW, to the extent, but only to the extent, necessary to provide KPUD with a full and complete indemnity from claims made by the City or its employees as provided herein. The City and KPUD acknowledge that additional indemnification terms may be negotiated as the agreement is amended to address future actions.

C. **Limitation on Indemnity.** The indemnity provisions of this Agreement shall be construed consistent with RCW 4.24.115. The indemnitor under Subsections 16.A and 16.B shall not be required to indemnify the indemnitee under such subsections for injuries, death, or damage caused by or resulting from the sole negligence of the indemnitee or the indemnitee's officers, agents, employees, invitees, or contractors. Where injuries, death, or damage are caused by the concurrent negligence of (i) the indemnitor or its officers, agents, employees, invitees, or contractors, and (ii) the indemnitee or its officers, agents, employees, invitees, or contractors, the indemnity obligation of the indemnitor shall apply only to the extent of the negligence of the indemnitor or its officers, agents, employees, invitees, or contractors. In addition, neither party shall be liable to the other for incidental or consequential damages.

8. **Insurance.** The City and KPUD acknowledge that terms related to insurance are not necessary for the initial agreement but may be negotiated as the agreement is amended to address future actions.

9. **Legal/Administrative Entity.** No separate legal or administrative entity is created by or pursuant to this Agreement. This Agreement shall be jointly administered by the General Manager of KPUD and the City Manager of the City.

10. **Assignment.** The parties shall not assign this Agreement or any interest, obligation, or duty herein without the express written consent of the other party.

11. **Nondiscrimination.** The parties agree not to discriminate in the performance of this Agreement because of race, color, creed, religion, sex, honorably discharged veteran or military status, sexual orientation, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a person with a disability, or national origin, citizenship or immigration status, lawful business relationship, or other status protected by law.

**12. Choice of Law and Venue.** This Agreement shall be interpreted according to the laws of the State of Washington. Any action to resolve disputes arising out of this Agreement shall be brought as follows: Should the parties not be able to agree, the matter shall be submitted to mediation and then binding arbitration should the mediation not resolve any disputes. The parties shall split the cost of the mediator or arbitrator evenly. The arbitrator shall be selected by mutual agreement of the parties or in the event they cannot agree, by the presiding judge of the Kitsap County Superior Court. The decision of the arbitrator shall be binding.

**13. Attorney's Fees.** In the event of a dispute between the parties leading to mediation or arbitration, each party shall pay its own costs and attorney's fees.

**14. Entire Agreement.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties.

**15. Filing of Agreement with County Auditor.** KPUD shall record the original of this Agreement with the County Auditor or post a copy of the Agreement to its website immediately following signature by the last party signing the same.

**16. Counterparts.** This Agreement shall be executed in two counterparts, each of which shall be regarded for all purposes as one original. The parties agree that they will execute any and all instruments, documents, resolutions, or ordinances necessary to give effect to the terms of this Agreement.

EXECUTED by each of the parties on the dates hereafter written and effective as of the last date of signature.

CITY OF BAINBRIDGE ISLAND  
KITSAP COUNTY, WASHINGTON

KITSAP PUBLIC UTILITY DISTRICT  
KITSAP COUNTY, WASHINGTON

\_\_\_\_\_  
Ellen Schroer, Interim City Manager  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Angela Bennink, General Manager  
Dated: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Christine Brown, City Clerk

\_\_\_\_\_  
Michael Land, Clerk of the Board

Approved as to form:

Approved as to form:

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Andrew Tsoming, City Attorney

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Christy Palmer, District Attorney

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