

RESOLUTION R-4923

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE CITY OF BELLEVUE FOR THE ESTABLISHMENT OF A NEW EMERGENCY WATER SYSTEM INTERTIE.

WHEREAS, the City of Kirkland ("Kirkland") and the City of Bellevue ("Bellevue") wish to obtain supplemental water supply from each other for emergency purposes through an intertie between their respective water systems; and

WHEREAS, Chapter 39.34 RCW authorizes Kirkland and Bellevue to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an Interlocal Agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Agreement--Emergency Water Intertie 132<sup>nd</sup> Avenue NE."

Passed by majority vote of the Kirkland City Council in open meeting this 5th day of June, 2012.

Signed in authentication thereof this 5th day of June, 2012.

  
MAYOR

Attest:

  
City Clerk

**INTERLOCAL AGREEMENT – Emergency Water Intertie 132<sup>nd</sup> Avenue NE**

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), between the CITY OF BELLEVUE, a municipal corporation in King County, Washington ("Bellevue") and the CITY OF KIRKLAND, a municipal corporation in King County, Washington ("Kirkland").

**SECTION 1. RECITALS**

1.1 Bellevue provides water service to properties within the City of Bellevue along 132<sup>nd</sup> Avenue South of NE 60<sup>th</sup> Street in King County, Washington. Kirkland provides water service to properties along 132<sup>nd</sup> Avenue North of NE 60<sup>th</sup> Street within the City of Kirkland, King County, Washington. A portion of Bellevue's water service boundary is located adjacent to Kirkland's water service boundary.

1.2 Bellevue and Kirkland desire to obtain supplemental water supply for emergency purposes only by an intertie between their respective water systems, subject to certain terms and conditions contained in this Agreement.

1.3 Bellevue and Kirkland are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements.

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

**SECTION 2. EMERGENCY INTERTIE**

2.1 Bellevue and Kirkland agree to provide each other with an emergency standby source of water through an intertie connection between Bellevue and Kirkland water systems, at the location described and depicted on Attachment A. The intertie connection shall be constructed and paid for by Bellevue. This connection shall be an emergency standby connection (mainly for the purpose of additional fire flow availability to Bellevue), and water shall only be drawn through this point when an emergency occurs. An emergency shall be considered any event that requires Bellevue's or Kirkland's water supply to be augmented on a temporary emergency basis.

2.2 Bellevue or Kirkland shall notify the other party in writing at least twelve (12) hours in advance of the date either party desires to receive water through the intertie. In case an emergency requires immediate use of the intertie to protect lives or property, notification should occur as soon as practicable under the circumstances. Follow-up written notice of such emergency request and water usage shall be made by Bellevue or Kirkland to the other party, including an estimated quantity of water used, within three (3) days after the termination of such emergency water usage.

2.3 Bellevue shall own and install all of the pipes and valves located within the City of Bellevue and Kirkland shall own the pipes and valves within the City of Kirkland. Both Bellevue and Kirkland personnel are authorized to operate the intertie system with appropriate notification to the other party.

### SECTION 3. GENERAL PROVISIONS

**3.2 Bellevue and Kirkland agree to hold harmless and indemnify the other party and its officers, employees and agents from any and all claims, damages, costs or other liabilities caused by parties' sole negligence or the parties' concurrent negligence, but only to the extent of the parties' concurrent negligence and arising by reason of participation in, connection with, or relating to the performance of this Agreement.**

**3.4 Any notice to be given or any documents to be delivered by any party to any other shall be delivered in person or by certified mail and addressed to the parties to this Agreement at the following addresses:**

**With a copy to:** City Attorney  
City of Bellevue  
450 110th Avenue, NE  
PO Box 90012  
Bellevue, WA 98009-9012

Kirkland: Public Works Director  
City of Kirkland  
123 5th Avenue  
Kirkland, WA 98033

With a copy to: City Attorney  
City of Kirkland  
123 5th Avenue  
Kirkland, WA 98033

3.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by both parties.

3.6 This Agreement shall be administered jointly by the Bellevue Utility Director and Kirkland Public Works Director.

3.7 This Agreement shall take effect upon execution of this Agreement after authorization by Bellevue's City Council and Kirkland's City Council. This Agreement shall remain in effect until terminated by either party by thirty (30) days' prior written notice to the other party.

3.8 A copy of this Agreement shall be filed with the Bellevue and Kirkland City Clerks, the County Auditor, and the Washington Secretary of State.

Kirkland:

CITY OF KIRKLAND

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

OFFICE OF KIRKLAND ATTORNEY

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bellevue:

CITY OF BELLEVUE

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

OFFICE OF BELLEVUE CITY ATTORNEY

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

