

RESOLUTION NO. R 2351

A RESOLUTION OF THE KIRKLAND CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY A CONTRACT WITH KING COUNTY PERMITTING THE KING COUNTY TREND SANITARY SEWER COLLECTION SYSTEM TO TAP INTO THE CITY OF KIRKLAND SEWER TRUNK LINE LOCATED IN N.E. 116th STREET AND PROVIDING FOR REIMBURSEMENT TO THE CITY FOR A PROPORTIONATE SHARE OF THE COST OF CONSTRUCTION OF SAID N.E. 116th STREET SEWER TRUNK LINE.

WHEREAS, King County through the formation of a County Utility Local Improvement Service District has constructed and installed within the area commonly known as "Trend" a sanitary sewer collection system, and

WHEREAS, in order to convey the sanitary sewage collected within said system from the Trend area to the nearest receiving Metro interceptor line it is necessary and convenient to convey said sewage within a trunk sewer line belonging to and a part of the City of Kirkland sewer system, and


WHEREAS, King County has agreed to reimburse the City of Kirkland for a proportionate share of the cost of construction of said line,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The City of Kirkland is authorized to enter into an agreement with King County substantially in the form of the agreement attached to the original of this Resolution and by this reference incorporated herein and the Mayor is hereby authorized and directed to sign on behalf of the City such contract.


PASSED by the Kirkland City Council in regular meeting on the 15th day of March, 1976.

SIGNED in authentication thereof on the 15th day of March, 1976.



Mayor

ATTEST:



Director of Administration and Finance
(ex officio City Clerk)

AGREEMENT

BETWEEN THE CITY OF KIRKLAND AND THE COUNTY OF KING:

Trend Sewer Service Area:

This Agreement made and entered into this day by and between the County of King, a Municipal Corporation and subdivision of the State of Washington, hereinafter referred to as "County" and the City of Kirkland, a Municipal Corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, King County, through the formation of a County Utility Local Improvement Service District, has constructed and installed within the area hereinafter described commonly known as "Trend" a sanitary sewer collection system, and

WHEREAS, in order to convey the sanitary sewage collected within said system from the Trend area to the nearest receiving Metro interceptor line, it is necessary and convenient to convey said sewage through a trunk sewer line belonging to and a part of the City of Kirkland sewer system, and

WHEREAS, King County has agreed to reimburse the City for a proportionate share of the cost of construction of said line, and

WHEREAS, the Trend Sanitary Sewer Collection System is the first King County U.L.I.D. under the County Area Services Act and is located in E.L.W.-9 (East of I-405) and N.L.S.-37 as designated in the comprehensive sewer plan as adopted by Metro and King County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

1. The City agrees to allow County to tap into its sewer trunk line located in N.E. 116th Street and to connect County's Trend Collection Sewage System at the point of tap-in. City further agrees to accept all sewage coming into its trunk line through said connection and to convey same through said line to its connection with the Metro Eastside interceptor line. City further agrees to maintain its trunk line in sufficient condition and capacity to at all times during the life of this agreement accept and convey such sewage as shall come into said line from the County Trend collector system. All costs of repair and maintenance and improvements, when and if necessary to maintain sufficient capacity as to said City trunk line, shall be born by City.

2. The County shall, within thirty days after sale of the Trend U.L.I.D. revenue bonds, pay to the City the sum of \$2,734.73. Said sum is a portion of the area charge assessed against the property within the U.L.I.D. Such payment is calculated on the basis of \$.0015 per square foot of property served within the U.L.I.D.

The County further agrees to collect an area charge on all property served by the Trend system, but situated outside the U.L.I.D. and to reimburse the City on the same basis, that is to say, at the rate of \$.0015 per square foot of property served. Such reimbursement shall be made on a quarterly basis.

3. In addition to the area connection charge, the County shall further pay to City, a monthly trunkage charge in the amount of \$.40 cents per month per residential customer or residential equivalent served by the Trend sewer system. All residential customers and residential equivalents to whom a monthly or other periodic service charge may be billed by the County and within the Trend sewer system service area, (whether actually connected to said sewer system or not) shall, for the purposes of this paragraph, be considered to be served by said system.

4. City agrees that the payments to be made by County pursuant to this agreement are primarily for partial reimbursement to City of the cost of construction, amortization and maintenance of the City trunk line proportionate to the use to be made of said line by County, and that any other sewerage agency connecting to or tapping into said trunk line, will be required to make similar proportionate reimbursement.

5. Neither party shall, by virtue of this agreement, acquire any proprietary or governmental interest in the sewerage system or sewer lines of the other party. Each party shall be solely responsible for the operation and maintenance of its own system of sewerage collection and shall save the other party harmless from any claim for damages, real or imaginary made by a third party and alleging negligence or misfeasance in the operation or maintenance of the other party's system, or acts or omissions of its officers or employees.

6. Each party shall seek and maintain with responsible insurers, all such insurance as is customarily maintained with respect to sewerage systems of like character against loss of or damage to the respective sewer facilities of each and against public and other liability to the extent that such insurance can be secured and maintained at reasonable cost. Each party shall supply to the other party upon request, a certificate showing such insurance to be in force.

7. In addition to the remedies provided by law, this agreement shall be specifically enforceable by either party.

8. Definitions and descriptions:

A. Trend or Trend area: Trend shall mean that area of unincorporated King County specifically lying within the boundaries of King County Public Service Sewer Utility District created or to be created by King County Ordinance No. _____ and as described therein. Said district lies generally within the area bounded by N.E. 104th Street on the south, 132nd Avenue N.E. on the east, N.E. 116th Street on the north and Slater Avenue N.E. on the west.

B. City trunk line: Shall mean that certain city sewer trunk pipeline constructed and installed within N.E. 116th Street extending westerly from 124th Avenue N.E. under crossing I-405 to 120th Avenue N.E., and thence to its connection with the Metro eastlake interceptor.

9. No waiver by either party of any term or condition of this agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different provision of this agreement.

10. 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 contract between the parties concerning said subject matter.

11. Termination: This agreement shall terminate:

A. At such time as the City shall have received from County full reimbursement for County's proportionate share of the total costs, expenditures and disbursements allocable to the construction of said trunk line. In the event this agreement is terminated pursuant to this subparagraph, County shall continue to pay to City, its proportionate share of the annual maintenance and operation costs of said trunk line in an amount to be then agreed upon.

B. At such time as the County sewer facilities within the Trend service area may be taken over through annexation or otherwise by either Northeast Lake Washington Sewer District or the City of Kirkland in accordance with the requirements pertaining thereto under State law.

C. Upon twelve months written notice given by either party to the other party. In the event of termination under this subparagraph, all costs of disconnection of the County system from the City trunk line shall be born by County.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the 15th day of March, 1976.

KING COUNTY, A MUNICIPAL CORPORATION
AND SUBDIVISION OF THE STATE OF WASHINGTON

by

by

CITY OF KIRKLAND, A MUNICIPAL CORPORATION

Robert H. King

by

by

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