

RESOLUTION NO. R- 2492

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY A CERTAIN AGREEMENT BETWEEN THE CITY OF KIRKLAND AND NORTH-EAST LAKE WASHINGTON SEWER DISTRICT.

WHEREAS, that portion of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 32, Township 26, North Range 5, E.W.M., as described in the Agreement between the City of Kirkland and the Northeast Lake Washington Sewer District, copy of which is attached to the original of this resolution, and by this reference incorporated herein, lies within the City of Kirkland and the sewer service area of the City of Kirkland sanitary sewer system, and

WHEREAS, said area is not presently connected to the Kirkland sanitary sewer system and because of the topography of the area will not readily be so connected, and

WHEREAS, the service area and corporate boundaries of Northeast Lake Washington Sewer District lie adjacent to said area and said area can conveniently connect into the existing Northeast Lake Washington sewer system facilities, and

WHEREAS, both the City and the Sewer District are authorized by state law to enter into cooperative agreements,

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

Section 1. The Mayor is hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement, copy of which is attached to the original of this resolution, and by this reference incorporated herein, Said agreement permits the City of Kirkland to connect a portion of the Kirkland sanitary sewer system to be constructed within the area described in said agreement into the existing Northeast Lake Washington Sewer System facility lying within Northeast 116th Street.

Section 2. Said agreement shall become effective upon its being properly signed by both the City of Kirkland,

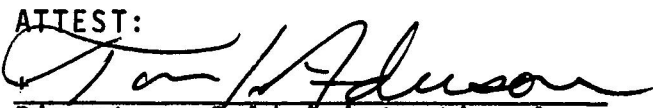
as herein authorized and by the Northeast Lake Washington  
Sewer District.

PASSED BY MAJORITY VOTE of the Kirkland City Council  
in regular meeting on the 6th day of February,  
1978.

SIGNED IN AUTHENTICATION thereof on the 6th day of  
February, 1978.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
Director of Administration &  
Finance  
(ex officio City Clerk)

AGREEMENT

THIS AGREEMENT made and entered into this day by and between the CITY OF KIRKLAND, an optional code city hereinafter sometimes referred to as "City," and NORTHEAST LAKE WASHINGTON SEWER DISTRICT, a municipal corporation, hereinafter sometimes referred to as "Sewer District,"

WITNESSETH:

WHEREAS, both City and Sewer District are authorized by state law to enter into cooperative agreements, and

WHEREAS, the area described and designated on Exhibit A (attached hereto and by this reference incorporated herein) as subject area lies within the City of Kirkland and the Sewer Service Area of the City of Kirkland sanitary sewer system, and

WHEREAS, said area is not presently connected to the Kirkland sanitary sewer system, and because of the topography of the area may not readily be so connected, and

WHEREAS, the service area and corporate boundaries of Northeast Lake Washington Sewer District lie adjacent to subject area, and subject area can conveniently connect into the existing Northeast Lake Washington Sewer System facilities, and

WHEREAS, both parties are desirous, where possible and convenient, to mutually assist one another,

NOW, THEREFORE, in consideration of the agreements

herein contained, it is agreed as follows:

Section 1. All sanitary sewer facilities to be constructed within the subject area, described and designated on Exhibit A as attached hereto and by this reference incorporated herein, shall upon construction and acceptance become for all purposes, including customer service charges and maintenance, part of the Kirkland sanitary sewer system but may, nevertheless, be connected into the Northeast Lake Washington Sewer District sanitary sewer line lying within Northeast 116th Street (at M-N 13-1) and at the point so designated as connection point on Exhibit A.

Section 2. Sewer District agrees to accept all sewage entering into its system through said connection point and to convey same through its system to its connection with the municipality of metropolitan Seattle system.

Section 3. No part of the cost of construction of the sanitary sewer facilities to be constructed within subject area, nor any of its future maintenance or repair, shall be borne by the Lake Washington Sewer District.

Section 4. City of Kirkland agrees to pay over to Sewer District as to each property within the subject area as it makes sewer connection, an amount equal to two cents (2¢) per square foot of area of each property. In addition thereto, the City will pay to Sewer District a monthly service trunkage charge in an amount equal to forth cents (40¢) per month per residential customer or residential

equivalent actually connected and served by the facilities of the Kirkland Sewer System within the subject area.

Section 5. Neither party shall by virtue of this agreement acquire any proprietary or governmental interest in the sewage system or sewer line of the other party. Each party shall be solely responsible for the operation and maintenance of its own system of sewage collection and shall save the other party harmless from any claim for damage, 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.

Section 6. Each party shall seek and maintain with responsible insurers all such insurance as is customarily maintained with respect to sewage systems of like character and 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 a reasonable cost. Each party shall supply to the other party upon request a certificate showing such insurance to be in force.

Section 7. 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 subsequent breach, whether of the same or of a different provision of this agreement.

Section 8. This agreement shall terminate upon twelve (12) months' written notice given by either party to the other party. In the event of termination under this paragraph, all costs of disconnection shall be borne by the party requesting the termination.

THIS AGREEMENT SIGNED the \_\_\_\_ day of \_\_\_\_\_, 1978.

NORTHEAST LAKE WASHINGTON SEWER DISTRICT

By \_\_\_\_\_

CITY OF KIRKLAND

By Robert A. Heir

Execution of this Agreement approved on behalf of the Northeast Lake Washington Sewer District by resolution of its Board of Commissioners adopted the \_\_\_\_ day of \_\_\_\_\_, 1978, and authorized by the City of Kirkland by Resolution No. 2492 of the Kirkland City Council, adopted the 6th day of February, 1978.