

RESOLUTION R 3118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, THAT CERTAIN INTERLOCAL GOVERNMENTAL AGREEMENT WITH THE CITY OF BELLEVUE, FOR THE PROVISION OF SANITARY SEWER SERVICE WITHIN THAT AREA OF KIRKLAND LYING WEST OF AND ADJACENT TO BRIDLE TRAILS STATE PARK.

Whereas, both Kirkland and Bellevue are authorized by state law to enter into cooperative agreements; and

Whereas, that area of the City of Kirkland within its sanitary sewer system service area, adjacent to Bridle Trails State Park as more specifically described in Exhibit A hereto, and by this reference incorporated herein, 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 the City of Bellevue and its sanitary sewer system lie adjacent to the subject area, and the subject area can conveniently be connected into a Bellevue sewer system facility existing or under construction; and

Whereas, both parties are desirous where possible and convenient to mutually assist one another, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The proposed interlocal governmental cooperative agreement between the City of Kirkland and the City of Bellevue, for the provision of sanitary sewer service to that area of Kirkland lying west of and adjacent to Bridle Trails State Park, as set forth in Exhibit A, attached to the original of this resolution and by this reference incorporated herein, is approved by the City Council. The City Manager for the City of Kirkland is authorized to sign said agreement on behalf of the City of Kirkland.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 17th day of September, 1984.

Signed in authentication thereof this 17th day of September,  
1984.

*Loris Cooper*  
MAYOR

ATTEST:

*Sam J. Aderson*  
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 referred to as "Kirkland" and the City of Bellevue, an optional code city, hereinafter referred to as "Bellevue",

WITNESSETH:

WHEREAS, both Kirkland and Bellevue 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 are 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 the City of Bellevue and its sanitary sewer system lie adjacent to the subject area and the subject area can conveniently be connected into a Bellevue sewer system facility existing or under construction; 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 Bellevue sewer system sanitary facility line lying within twenty feet and at the point so designated as "connection point" on Exhibit "A".

Section 2. Bellevue 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 City of Bellevue.

Section 4. City of Kirkland agrees to pay over to City of Bellevue as to each property within subject area, as it makes sewer connection, an amount equal to \$0.02 per square foot of area of each property. In addition thereto, Kirkland will pay to Bellevue a monthly service trunkage charge in an amount equal to 12¢ 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 sewer 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 in the acts or omissions of its own officers or employees.

Section 6. This writing embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This agreement may be amended only by written instrument signed by both parties.

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 six (6) 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.

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THIS AGREEMENT SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

CITY OF KIRKLAND

By \_\_\_\_\_

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THIS AGREEMENT SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

CITY OF BELLEVUE

By \_\_\_\_\_

Execution of this agreement approved and authorized on behalf of:  
the City of Bellevue by Resolution No. \_\_\_\_\_, adopted this \_\_\_\_\_  
day of \_\_\_\_\_, 1984; and

the City of Kirkland by Resolution No. \_\_\_\_\_, of the Kirkland City  
Council, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

Approved as to form:

\_\_\_\_\_  
City Attorney Kirkland

\_\_\_\_\_  
City Attorney Bellevue

4894J

That portion of Section 17, Township 25, Range 5, E.W.M. lying easterly of SR 405 and,

the west half of the west half of Section 16, Township 25, Range 5, E.W.M., all in King County, Washington.

