

RESOLUTION NO. R 3176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELATING TO THE STUDY OF FUTURE WATER SOURCES, AUTHORIZING THE CITY TO PARTICIPATE, PROVIDING FOR REIMBURSEMENT TO KING COUNTY WATER DISTRICT 81 FOR A PORTION OF ITS CONTRIBUTION TO THE STUDY AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, AN INTERLOCAL COOPERATIVE AGREEMENT FOR SAID STUDY.

Whereas, King County Water District 81 has heretofore entered into an agreement with Bellevue to participate in a study of future water sources; and

Whereas, the contribution toward said study made by District was based upon the volume of water purchased by District from the City of Seattle which water volume includes the water volume wholesaled by District to the Kirkland water system; and

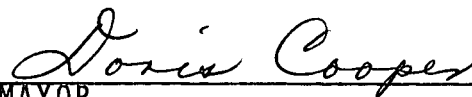
Whereas, Kirkland believes that it is in its own best interest to participate in said study of future water sources as a direct party, and to reimburse District for Kirkland proportionate share of District's contribution toward the cost of said study;

Now, therefore, be it resolved by the City Council of the City of Kirkland as follows:

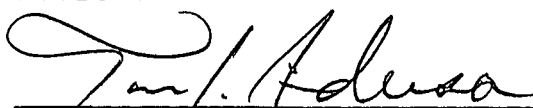
Section 1. The City Manager for the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland that certain interlocal cooperative agreement for study of future water sources between the City of Kirkland and King County Water District 81 all as set forth in Exhibit A to the original copy of this resolution and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 6th day of May, 1985.

Signed in authentication thereof this 6th day of May, 1985.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

INTERLOCAL COOPERATIVE AGREEMENT FOR
STUDY OF FUTURE WATER SOURCES

Pursuant to Chapter 39.34 of the Revised Code of Washington, and the CITY OF KIRKLAND (herein called "Kirkland") and KING COUNTY WATER DISTRICT 81 (herein called the "District") do hereby agree as follows:

Whereas, District has heretofore entered into an agreement with the City of Bellevue to participate in a study of future water sources; and

Whereas, the contribution toward said study made by District was based upon the volume of water purchased by District from the City of Seattle which water volume includes the water volume wholesaled by District to the Kirkland water system; and

Whereas, Kirkland believes that it is in its own best interest to participate in said study of future water sources as a direct party, and to reimburse District for Kirkland proportionate share of District's contribution toward the cost of said study;

Now, therefore, IT IS AGREED by and between the City of Kirkland and King County Water District 81 as follows:

1. Purpose. The purpose of the interlocal cooperative agreement is to study the possibilities and feasibility of new sources for water supply for the water utilities operated by the parties as well as water utilities operated by neighboring cities and water districts, and to allow for the contribution towards the cost of the study by Kirkland and other cities or water districts who may also be benefited by such study.

2. Study. Bellevue has commenced a study of the possible means and the economic feasibility of developing a new water source on the North Fork of the Snoqualmie River, and the means of conveying water from the new source to the water utilities operated by the parties hereto and also to the water utilities operated by neighboring cities and water districts. Said study shall include preliminary engineering design, environmental analysis, development and operating cost projections and other information necessary to determine the advisability

of constructing new dams, reservoirs and purveyor transmission mains. Kirkland shall be entitled to such copies of the study and work products of the study as Kirkland may from time to time request. The study is scheduled for completion on or before October 31, 1985. The study shall be made available to Kirkland. Kirkland acquires no rights in the project by virtue of this agreement.

3. Duration. The term of this agreement shall commence upon its approval by the governing bodies of each of the parties and shall continue until the completion of the study.

4. No Separate Entity. By this agreement the parties do not create any separate organization, or legal or administrative entity to carry out the purpose of this agreement.

5. Financing of Study. Kirkland shall pay to District as its contribution toward the study by way of reimbursement to District in an amount which equals the proportionate share of the contribution heretofore paid by District to Bellevue, based upon that portion of the total water volume purchases of District from the City of Seattle, that is represented by the total water volume wholesale by District to the Kirkland water system. The balance of the cost of the study shall be paid for by Bellevue provided that other cities or water districts may join in this agreement and contribute to the cost of the study, and provided further that this study may receive grants from federal, state or private funds as allowed under RCW 39.34.070 or other statutes allowing such grants to the City of Bellevue.

6. Eastside Water Supply Advisory Committee. Bellevue has established the Eastside Water Advisory Committee to serve as an advisory committee in the development of the study and to explore means of bringing together cities and water districts on the Eastside for the development and operation of future water supply for the Eastside. Kirkland shall be entitled to one representative on the committee, who shall be named by Kirkland and shall participate in all committee meetings and deliberations.

7. Limitations. This agreement is entered solely for the purpose of studying possibilities for a future water supply, and by this agreement neither party has committed itself to participate in any future public works projects with respect to a future water supply, nor is either party authorized by this agreement to enter into any contracts, acquire real or personal property or take any other action in the name of this joint undertaking, or in the name of or on behalf of the other party.

8. Amendment. This agreement may be amended by mutual agreement.

ADOPTED by the City of Kirkland pursuant to Resolution No. R _____ on _____, 1985, and by King County Water District 81 by Resolution No. _____ on _____, 1985.

CITY OF KIRKLAND:

KING COUNTY WATER DISTRICT 81:

By _____

By _____
President of the Board
of Commissioners

APPROVED AS TO FORM:

By _____
Secretary of the Board
of Commissioners

City Attorney