

RESOLUTION R 3251

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, AN AGREEMENT FOR JOINT ASBESTOS CEMENT WATERMAIN TESTING AND DATA COLLECTION STUDY TO BE CARRIED ON BY THE CITY OF KIRKLAND, KING COUNTY WATER DISTRICT 82, AND THE CITY OF BELLEVUE.

Whereas, the City of Kirkland, King County Water District 82 and the City of Bellevue each operates a water distribution system; and

Whereas, each of said local governmental entities has a present and future need to gather information on the condition of asbestos cement (AC) watermain and a collective effort will allow more data to be collected, a wider range of environmental factors to be examined and more stable statistical relationships to be examined; and

Whereas, each of said entities are authorized to enter into interlocal cooperative agreements pursuant to RCW Chapter 39.34 and desire to work cooperatively in the study of AC watermain testing and data collection because of the potential reduced costs and overall mutual benefit, now, therefore,

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

Section 1. That certain agreement to be entered into between the City of Kirkland, the City of Bellevue and King County Water District 82 for joint asbestos cement watermain testing and data collection study, copy of which is attached to the original of this resolution and by this reference incorporated herein, is hereby approved.

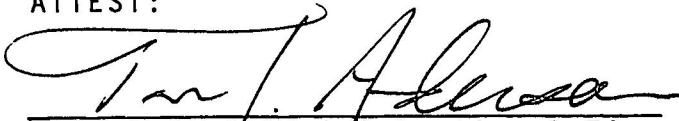
Section 2. The Kirkland City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland said interlocal agreement for joint asbestos cement watermain testing and data collection study approved in Section 1 of this resolution.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 20th day of January, 1986.

Signed in authentication thereof this 20th day of January,  
1986.

  
\_\_\_\_\_  
MAYOR

ATTEST:

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

AGREEMENT FOR JOINT ASBESTOS CEMENT WATERMAIN TESTING AND DATA  
COLLECTION STUDY

This Agreement is made and entered into pursuant to the provisions of the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between the City of Bellevue (hereinafter called "Bellevue"), the City of Kirkland (hereinafter called "Kirkland"), and King County Water District No. 82 (hereinafter called "District 82"), all municipal corporations of the state of Washington.

WHEREAS, each of the parties has a present and future need to gather information on the condition of asbestos cement (AC) watermain and a collective effort will allow more data to be collected, a wider range of environmental factors examined, and more stable statistical relations to be examined.

WHEREAS, Bellevue, Kirkland, and District 82 desire to work cooperatively in the study of AC watermain testing and data collection because of the potential reduced costs and overall mutual benefit, now, therefore,

In consideration of the mutual covenants contained herein, the parties agree to participate in a Joint Asbestos Cement Watermain Study pursuant to the following terms and conditions:

1. Purpose

This agreement is intended to set forth the terms and conditions upon which Bellevue, Kirkland, and District 82 agree to cooperate on a pilot study to evaluate environmental variables affecting the extent of disintegration of the AC pipe.

2. Administration of Agreement

Kirkland shall be the lead agency charged with responsibility for administration of this agreement. The specific responsibilities of the parties are set forth hereinafter.

3. Scope of Work

All parties will jointly develop a specific scope of work to be completed by a consultant. The consultant shall be selected by a Consultant Selection Committee composed of equal representatives from all three parties. The scope of work will contain at least the following items:

- A. Establish testing and data collection procedures by which the remaining strength of a pipe section may be estimated.

- B. Document procedures to be used by each of the three Agency's utility operations personnel in removal of sections of existing AC pipe.
- C. Supervise and coordinate the removal of a minimum of nine sections of AC pipe, three minimum by each agency. At each location take soil, pipe coupon and water samples for testing.
- D. Conduct tests on; pipe section, soil and water samples and analyze data.
- E. Prepare a report presenting the findings of the study along with recommendations.

Once a specific scope of work has been developed and agreed upon by all parties, any change from the scope of work must be approved by all parties prior to beginning such work.

In addition to the scope of work to be completed by the consultant, each party agrees to provide the necessary labor, equipment and materials needed to remove at least three different sections of existing AC pipe in their water system. The sections removed shall be used for testing by the consultant.

#### 4. Budget/Payment of Costs

- A. The cost of the AC study is estimated to be \$30,000.00, which includes all consultant expenses, costs for testing and other expenses incidental to the project. For the purposes of this Agreement, costs incurred by Bellevue, Kirkland and District 82 staffs in accomplishing this AC study will be borne by each respective party and will not be included as project costs eligible for cost sharing. This includes the cost associated with removal of the sections of existing AC pipe to be provided by each party.
- B. Kirkland, being the lead agency, shall be responsible for paying all of the project costs associated with the study for which it shall receive reimbursement from Bellevue of 44 percent and from District 82 of 12 percent of those costs. Reimbursable costs shall not include any staff costs which Kirkland may expend to administer the project. Periodic payments to cover costs incurred shall be made by Bellevue and District 82 to Kirkland upon request from Kirkland. Such requests shall not be more frequent than once a month and payment shall be made by Bellevue and District 82 to Kirkland within sixty (60) days following receipt of each request for periodic payment.

#### 5. Schedule and Reports

A completed draft report of the AC study for review and approval by all parties shall be completed within one hundred (100) calendar days after the consultant receives the notice to proceed unless delays occur caused by factors beyond the control of the consultant or caused by the addition of extra work by Kirkland, Bellevue, or District 82.

#### 6. Liability

No liability shall be attached to Bellevue, Kirkland, or District 82 by reason of entering into this Agreement except as expressly provided herein.

Bellevue, Kirkland and District 82's participation in the AC study in no way commits any one of the parties to participate in the cost of implementation of any findings or recommendation from the AC study.

Any further joint participation beyond the terms and conditions of this Agreement by Bellevue, Kirkland, and District 82 would require a separate agreement.

#### 7. Amendments

This Agreement and any provisions thereof may be amended at any time only by written agreement of the parties.

#### 8. Duration/Termination

This Agreement shall continue in force until the consultant selected has completely performed the project and the work product has been accepted by Bellevue, Kirkland and District 82, unless earlier terminated by the agreement of all parties in writing.

#### 9. Ownership of Consultant's Work Product/Disposition Upon Expiration or Termination of Agreement

Bellevue, Kirkland and District 82 shall jointly own all work product of the consultant selected to perform the study. Each party shall be entitled to a copy of all work product and to free access to all information compiled or generated by the Consultant in the course of performing pursuant to this Agreement. Upon expiration or termination of the Agreement, each party shall cooperate in insuring that the other has been provided such documents and access to information.

10. Filing of Agreement

Pursuant to Chapter 39.34 RCW, a copy of this Agreement shall be filed with the Bellevue City Clerk, Kirkland City Clerk, District 82 Manager, King County; Supervisor of Records and Elections and the Secretary of State.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

CITY OF BELLEVUE

CITY OF KIRKLAND


By \_\_\_\_\_  
Phillip Kushlan, City Manager

By \_\_\_\_\_  
Terrence L. Ellis, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Richard Kirkby  
Assistant City Attorney

By  \_\_\_\_\_  
Ralph I. Thomas  
City Attorney

KING COUNTY WATER DISTRICT NO.82

By \_\_\_\_\_  
Mark D. Spahr, Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
William Boyce  
Attorney