

RESOLUTION R 3336

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THAT CERTAIN INTERLOCAL GOVERNMENTAL AGREEMENT WITH THE CITY OF BELLEVUE PROVIDING FOR THE TRANSFER FROM THE BELLEVUE WATER SERVICE AREA TO THE KIRKLAND WATER SERVICE AREA THE WATER SERVICE FACILITIES AND CUSTOMERS WITHIN THE CITY OF BELLEVUE NORTH OF STATE ROUTE 520, AS MORE SPECIFICALLY DESCRIBED IN SAID AGREEMENT.

Whereas, the Kirkland water service area and its water system lie adjacent to that portion of Bellevue north of SR 520 and adjacent to 104th Avenue Northeast (Bellevue Way), all as more specifically described in Exhibit "A" to this Resolution; and

Whereas, Kirkland can serve the subject area more cost effectively and the transfer of facilities can be implemented with minimal cost and effort; and

Whereas, both the City of Kirkland and the City of Bellevue desire, whenever possible and convenient, to mutually assist one another; and

Whereas, both Bellevue and Kirkland are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements; 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 water service agreement between the City of Kirkland and the City of Bellevue, copy of which is attached to the original of this Resolution as Exhibit "A" and by this reference incorporated herein.

Section 2. That certain agreement set forth as Exhibit "A" to this Resolution is hereby approved by the Kirkland City Council and when signed by both the City of Kirkland and the City of Bellevue, copies thereof shall be filed with the City Clerk for each City, the King County Department of Records and Elections and the Secretary of State for the State of Washington, all pursuant to the provisions of RCW Chapter 39.34.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 15th day of December, 1986.

Signed in authentication thereof this 15th day of December, 1986.

Loris Cooper
MAYOR

ATTEST:

Janece Berry DEPUTY
CLERK
Director of Administration & Finance
(ex officio City Clerk)



4352m

WATER FACILITY TRANSFER AGREEMENT
North 300 Zone on Bellevue Way

This agreement made and entered into this ____ of _____, 1986, by and between the City of Kirkland, a municipal corporation of the State of Washington, hereinafter referred to as "Kirkland" and the City of Bellevue, a municipal corporation of the State of Washington, hereinafter referred to as "Bellevue",

WITNESSETH:

WHEREAS, Kirkland and Bellevue are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements; and

WHEREAS, the Kirkland water service area and its water system lie adjacent to the subject area described and designated on Exhibit A (attached hereto and by this reference incorporated herein); and

WHEREAS, Kirkland can serve the subject area more cost-effectively and the transfer of facilities can be implemented with minimal cost and effort; and

WHEREAS, both parties desire wherever possible and convenient to mutually assist one another;

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

Section 1. The purpose of this agreement is to transfer water supply facilities in the subject area from Bellevue to Kirkland subject to the conditions stated herein.

Section 2. All water service facilities within the subject area described and designated on Exhibit A shall become the property of

Kirkland.

Section 3. Kirkland agrees to cap the existing water line on 104th Avenue Northeast at two sites and install a two-inch blow-off assembly in the line on Northeast Lake Washington Boulevard as shown on Exhibit A. This work is to be completed within three months of execution of this agreement and must comply with Bellevue regulations for such work.

Section 4. Each party agrees to provide the other party emergency water service through the water lines along Northeast Northrup Way and Northeast Lake Washington Boulevard. The party using the emergency service must notify the other party of its use within twelve (12) hours and an estimated quantity of water used within three days after the emergency connection is shut off. The party providing the water for emergency use may charge the using party at its wholesale rate plus forty-five percent.

Section 5. The property at 3645 Bellevue Way Northeast will continue to be a water service customer of Bellevue. Bellevue will continue to read the water service meter, bill the customer and respond to customer inquiries. Kirkland will provide water to Bellevue for this customer at its current wholesale rate and assure continued water supply at or above existing standards. Bellevue will reimburse Kirkland for this water bimonthly and provide consumption records upon request.

Section 6. With the exception of the facilities designated in Exhibit A to be transferred to Kirkland, neither party shall by virtue of this agreement acquire any proprietary or governmental interest in the water system of the other party. Each party shall be solely responsible for the operation and maintenance of its own system of water

distribution 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 of omissions of its own officers or employees.

Section 7. This interlocal agreement shall become effective upon authorized signature of both parties and shall remain in effect in perpetuity or until terminated or amended by written agreement of both parties.

Section 8. This interlocal agreement shall be administered jointly by the Public Works Director or designee of each respective party.

Section 9. A copy of this interlocal agreement shall be filed with the City Clerk of each respective city, the County Auditor and the Secretary of State.

Section 10. 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.

By _____
CITY OF KIRKLAND

Date _____

Approved as to form:

City Attorney for
CITY OF KIRKLAND

Date _____

By _____
CITY OF BELLEVUE

Date _____

Approved as to form:

City Attorney for
CITY OF BELLEVUE

Date _____

180 COMMUNITY MAP

Water Service Agreement--
North 300 Zone
on Bellevue Way

