

RESOLUTION NO. R-3511

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND AN INTERLOCAL AGREEMENT WITH THE CITY OF REDMOND AND ROSE HILL WATER DISTRICT TO CONDUCT A BENEFIT ANALYSIS STUDY OF POSSIBLE ASSUMPTION OF THE ROSE HILL WATER DISTRICT.

WHEREAS, the Cities of Redmond and Kirkland and Rose Hill Water District are authorized to and do operate water distribution utilities, and

WHEREAS, more than 60% of the Rose Hill Water District (King County Water District No. 81) lies within the corporate boundaries of the Cities of Redmond and Kirkland, and

WHEREAS, said Cities and Rose Hill Water District believe it to be in the public interest to jointly investigate the possible assumption of all or parts of the Rose Hill Water District and its water distribution system, pursuant to RCW Chapter 35.13A,

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

Section 1. The City Manager of the City of Kirkland is hereby authorized to sign on behalf of the City of Kirkland that certain Interlocal Agreement with the City of Redmond and Rose Hill Water District to conduct a benefit analysis study of possible assumption of the Rose Hill Water District. A copy of said Agreement is attached to the original of this Resolution and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 7th day of March, 1989.

Signed in authentication thereof this 7th day of March, 1989.



MAYOR

MAYOR

ATTEST:



City Clerk

INTERLOCAL AGREEMENT
BENEFIT ANALYSIS STUDY OF
ASSUMPTION OF ROSE HILL WATER DISTRICT BY
CITIES OF REDMOND AND KIRKLAND

This Agreement made and entered into the day and year below written between the City of Redmond, a Washington Municipal Corporation, the City of Kirkland, a Washington Municipal Corporation, and Rose Hill Water District,

WITNESSETH:

WHEREAS, Rose Hill Water District and the Cities of Redmond and Kirkland are authorized to and do operate water distribution utilities, and

WHEREAS, more than 60% of the Rose Hill Water District (King County Water District No. 81) area lies within the corporate boundaries of the Cities of Redmond and Kirkland, and

WHEREAS, said Cities believe it to be in the public interest to jointly investigate the possible assumption of all or parts of the Rose Hill Water District and its water distribution system pursuant to RCW Chapter 35.13A, and

WHEREAS, in the conduct of such study the City of Kirkland will serve as lead agency, and

WHEREAS, both Cities and the District are authorized to enter into an interlocal agreement of this nature,

NOW, THEREFORE, in consideration of the terms and agreements herein set forth, it is agreed as follows:

1. The Cities of Redmond and Kirkland and Rose Hill Water District shall jointly conduct a study of the feasibility of assuming all or a portion of the Rose Hill Water District pursuant to the provisions of RCW Chapter 35.13A. The first phase of such study shall be retention of a qualified consultant to prepare a benefit analysis of such assumption, including examination of the economic, financial, engineering, operational and legal consequences.

2. The costs of said benefit analysis shall be borne by the Cities of Redmond and Kirkland and Rose Hill Water District in the following ratio:

City of Redmond	33-1/3%
City of Kirkland	33-1/3%
Rose Hill Water District	33-1/3%

The cost of said benefit analysis is estimated to not exceed the sum of \$30,000.00.

3. The City of Kirkland shall act as lead agency in the retaining of the consultant to conduct the benefit analysis. The lead agency shall bill the City of Redmond and Rose Hill Water District for their proportionate share of the cost of the benefit analysis. The schedule for billing shall be as established in the consultant contract for payment to the consultant for its services. Payment shall be made by City of Redmond and Rose Hill Water District to City of Kirkland within 30 days of receipt of billing.

4. The consultant contract shall include a scope of work substantially as set forth in Exhibit A to this agreement.

5. Following completion of the benefit analysis study and review of said study by the Cities of Redmond and Kirkland and Rose Hill Water District, said Cities and District jointly or severally shall decide whether or not to proceed with development of an assumption implementation plan.

6. Each party hereto agrees to indemnify and hold harmless the other party hereto, including said party's officers or employees, from any fault arising out of any negligent act or omission of said party, its officers, employees or agents, committed or omitted, in connection with this agreement, including any and all expenses, legal or otherwise incurred by the indemnified party in the defense of any claim therefor. The party claiming indemnification under this paragraph shall, as a condition precedent to the right of indemnification, give notice and tender defense of the claim to the indemnifying party.

7. This agreement shall be effective from the date of the agreement as below set forth, and shall continue until such time as the benefit analysis study has been completed by the consultant and accepted by the lead agency, unless otherwise extended by the parties by written agreement to extend, in which case this agreement shall terminate in accordance with the provisions of said agreement to extend.

8. This agreement may be amended at any time, and such amendment may include the addition of other public agencies, including the City of Bellevue, as parties to this agreement, provided, however, that no such amendment shall be effective until it has been reduced to writing and approved by all parties to this agreement.

IN WITNESS WHEREOF, we have signed this agreement effective the _____ day of _____, 1989.

CITY OF KIRKLAND

CITY OF REDMOND

By _____
City Manager

By _____
Mayor

Attest:

Attest:

City Clerk

City Clerk

ROSE HILL WATER DISTRICT

By _____
Chairman of the Commission