

RESOLUTION R- 4139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE NORTHSHORE UTILITY DISTRICT TO PROVIDE FOR AN EMERGENCY INTERTIE BETWEEN THEIR RESPECTIVE WATER SYSTEMS AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the Northshore Utility District provides water service to the Northshore geographic area including the Totem Lake area and Kirkland provides water service to the City of Kirkland; and

WHEREAS, a portion of the District's water service boundary is located adjacent to the City's water service boundary; and

WHEREAS, the District and the City desire to obtain supplemental water supply for emergency purposes by an intertie between their respective water systems subject to certain terms and conditions; and

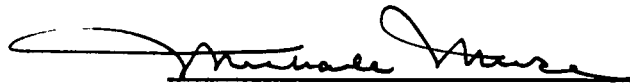
WHEREAS, the District and the City are authorized by Chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act, to enter into cooperative agreements;

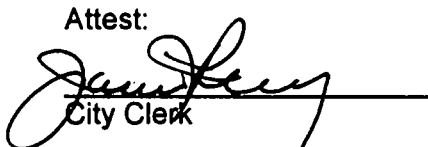
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. That certain Interlocal Agreement between the Northshore Utility District and the City of Kirkland to provide for an intertie between their respective water systems to permit water from one system to be utilized by the other system in times of emergency as set forth in Exhibit A attached to the original of this resolution and by reference incorporated herein is approved. The City Manager is authorized to sign said contract on behalf of the City of Kirkland.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 23rd day of June, 1998

Signed in authentication thereof this 23 day of June, 1998

  
MAYOR

Attest:  
  
City Clerk

## INTERLOCAL AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 1998, between the **NORTHSHORE UTILITY DISTRICT**, a municipal corporation in King County, Washington ("District") and the **CITY OF KIRKLAND**, a municipal corporation in King County, Washington ("City").

### SECTION 1. RECITALS

1.1 District provides water service to the Northshore geographic area, including the Totem Lake area in King County, Washington. City provides water service to the City of Kirkland, King County, Washington. A portion of the District's water service boundary is located adjacent to the City's water service boundary.

1.2 District and City desire to obtain supplemental water supply for emergency purposes by an intertie between their respective water systems, subject to certain terms and conditions.

1.3 District and City are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements.

In consideration of the terms and conditions contained herein, the parties now agree as follows:

### SECTION 2. EMERGENCY INTERTIE

2.1 District and City agree to provide each other with an emergency standby source of water through an intertie connection between the District and City water systems, at the location described and depicted on **Exhibit A** attached hereto. This connection shall be an emergency standby connection, and water shall only be drawn through this point when an emergency occurs. An emergency shall be considered any event that requires District's or City's water supply to be augmented on an temporary emergency basis.

2.2 District or City shall notify the other party in writing at least \_\_\_\_\_ (12) ~~days~~ hours in advance of the date either party desires to receive water through the intertie. In case of emergency need, District or City shall provide water immediately upon oral notification of such emergency. Follow-up written notice of such emergency request and water usage shall be made by District or City to the other party, including an estimated quantity of water used, within three (3) days after the termination of such emergency water usage.

2.3 The intertie valve shall be owned and installed by the District. Both District and City personnel are authorized to operate the intertie valve.

2.4 District and City shall use reasonable efforts to provide an uninterrupted supply of water. Neither party shall be liable for any shortage or interruption in the delivery of water. In addition, neither party shall be liable for any failure, interruption or shortage of water, or any loss or damage resulting therefrom occasioned by any cause beyond the control of either party. District and City do not guarantee the availability of water through the intertie at all times because of each party's respective needs and water demand. Further, during critical water shortage periods as determined by either party, District or City may close the intertie until sufficient water supply exists to make such available for use by either party.

2.5 In the event that District or City receive water through the intertie, both parties agree to replenish or replace the same volume of water received and delivered from the intertie to the other party within 72 hours of the time of receipt. In the event such water delivered is not replaced by the receiving party within such period, the party receiving such water shall pay the other party for such water delivered at the wholesale rate plus ten percent (10%) by the party delivering such water. The party delivering such water shall bill the party receiving such water monthly for the amount of water delivered. The party receiving such water shall pay the other party within forty-five (45) days of the date of such billing. Any billings not paid by the party within such 45-day period shall accrue interest at the rate of twelve percent (12%) per annum until paid.

### SECTION 3. GENERAL PROVISIONS

3.1 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.

3.2 District and City agree to hold harmless and indemnify the other party and its officers, employees and agents from any and all claims, damages, costs or other liabilities caused by the parties' sole negligence or the parties' concurrent negligence, but only to the extent of the parties' concurrent negligence and arising by reason of participation in connection with or relating to the performance of this Agreement.

3.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.4 Any notice to be given or any documents to be delivered by any party to any other

shall be delivered in person or by certified mail and addressed to the District or City at the following addresses:

District: District Manager  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: John W. Milne  
Inslee, Best, Doezie & Ryder, P.S.  
777 - 108th Avenue N.E., Suite 1900  
P. O. Box C-90016  
Bellevue, WA 98009-9016

City: Mayor  
City of Kirkland  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: City Attorney  
City of Kirkland  
\_\_\_\_\_  
\_\_\_\_\_

3.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by both parties.

3.6 This Agreement shall be administered jointly by the City Public Works Director and the District Manager.

3.7 This Agreement shall take effect upon ratification of this Agreement by the Board of Commissioners of District and the City Council of City. This Agreement shall remain in effect until terminated by either party by thirty (30) days' prior written notice to the other party.

3.8 A copy of this Interlocal Agreement shall be filed with the City Clerk, the County Auditor, and the Washington Secretary of State.

**CITY:**

CITY OF KIRKLAND

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

OFFICE OF THE CITY ATTORNEY

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DISTRICT:**

NORTHSHORE UTILITY DISTRICT

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

DISTRICT LEGAL COUNSEL

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_