



CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Greg Neumann, Water Division Manager
Ray Steiger, P.E., Public Works Director

Date: May 25, 2012

Subject: BELLEVUE WATER SYSTEM INTER-CONNECTION INTERLOCAL AGREEMENT

RECOMMENDATION:

It is recommended that City Council authorize the City Manager to sign the attached Interlocal Agreement between the Cities of Kirkland and Bellevue for an emergency inter-connection (intertie) between the respective water systems of two adjacent water service areas.

BACKGROUND DISCUSSION:

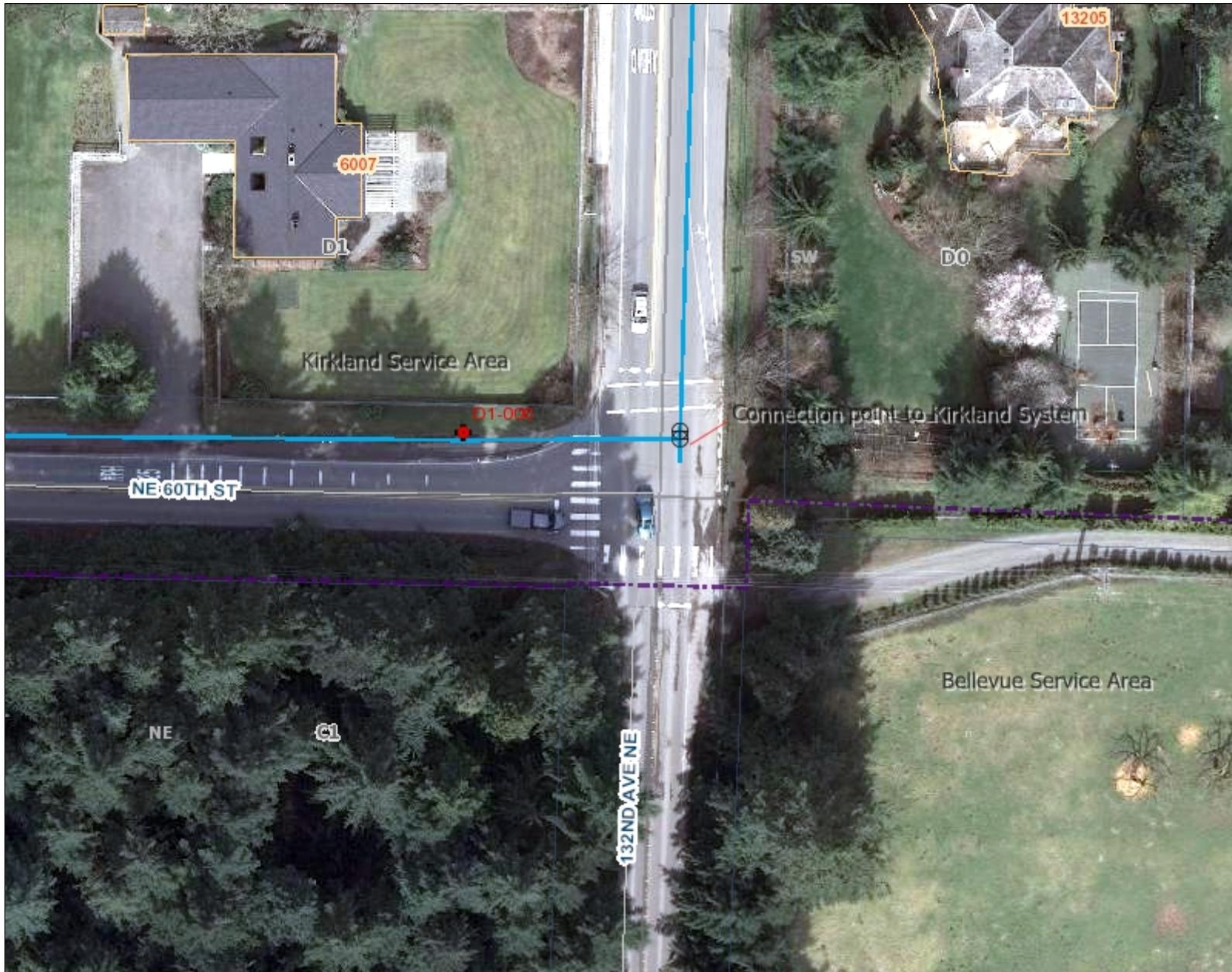
In 2005, the City of Bellevue approached Kirkland inquiring if there was interest to participate in an emergency water intertie at the intersection of NE 60th St and 132nd Ave NE in the Bridle Trails Neighborhood (Attachment A). The driving force in this request was that Bellevue's water system lacked adequate fire flow protection because of water system "dead ends" in that section of their service area. System redundancy allows for the higher volume of water required during fire fighting events; Kirkland's water system in this service area already has sufficient redundancy.

Although not a direct benefit for Kirkland customers, it is recommended that the intertie should be pursued to help insure the safety and health of our Bellevue neighbors in the event of a fire related incident. Due to pressure differences between the two systems, the intertie will be controlled with a pressure reducing valve and will open automatically when additional flows are required in Bellevue's service area. Valves will however be installed to allow for reverse flows (from Bellevue to Kirkland) if the need arises for potable water to Kirkland. If the Interlocal Agreement is approved, construction is to take place in the summer of 2012. Because of the benefit to the City of Bellevue to have this intertie, the cost of design, permitting, construction, and maintenance will be borne by Bellevue.

Currently, the City has similar Interlocal Agreements and interties with the City of Bellevue (at Northup Way) and most recently with the Northshore Utility District (at the 11600 Block of NE 118th St) approved by Council on May 15, 2012.



Attachment A - Kirkland/Bellevue Emergency Intertie (NE 60th St and 132nd Ave NE)



Legend

- ⊕ WA Hydrant
- ⊕ WA Valve
- ▲ PRV/PREL
- ⊕ Water Valve
- Hydrant Valve
- WA Others
- ⊙ AirVac
- ⊙ Blow Off
- ⊙ Other
- ⊙ Sample Stand
- WA Main
- WA Lateral
- + WA Tags
- Address
- City Limits
- Grid
- QQ Grid
- + Railroad
- Streets
- Parcels
- ComPlace Names
- Buildings
- Lakes
- Parks
- Schools
- z_Image09
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1: 600



0.0 0 0.01 0.02 Miles

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet
Produced by the City of Kirkland. © 2011 City of Kirkland, Washington, all rights reserved.

No warranties of any sort, including but not limited to accuracy, fitness or merchantability, accompany this product.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

BELLEVUE INTERTIE

RESOLUTION R-4923

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE CITY OF BELLEVUE FOR THE ESTABLISHMENT OF A NEW EMERGENCY WATER SYSTEM INTERTIE.

WHEREAS, the City of Kirkland ("Kirkland") and the City of Bellevue ("Bellevue") wish to obtain supplemental water supply from each other for emergency purposes through an intertie between their respective water systems; and

WHEREAS, Chapter 39.34 RCW authorizes Kirkland and Bellevue to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an Interlocal Agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Agreement--Emergency Water Intertie 132nd Avenue NE."

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2012.

Signed in authentication thereof this ____ day of _____, 2012.

MAYOR

Attest:

City Clerk

INTERLOCAL AGREEMENT – Emergency Water Intertie 132nd Avenue NE

THIS AGREEMENT (“Agreement”) is made this ___ day of _____, _____ (year), between the CITY OF BELLEVUE, a municipal corporation in King County, Washington (“Bellevue”) and the CITY OF KIRKLAND, a municipal corporation in King County, Washington (“Kirkland”).

SECTION 1. RECITALS

1.1 Bellevue provides water service to properties within the City of Bellevue along 132nd Avenue South of NE 60th Street in King County, Washington. Kirkland provides water service to properties along 132nd Avenue North of NE 60th Street within the City of Kirkland, King County, Washington. A portion of Bellevue’s water service boundary is located adjacent to Kirkland’s water service boundary.

1.2 Bellevue and Kirkland desire to obtain supplemental water supply for emergency purposes only by an intertie between their respective water systems, subject to certain terms and conditions contained in this Agreement.

1.3 Bellevue and Kirkland 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 Bellevue and Kirkland agree to provide each other with an emergency standby source of water through an intertie connection between Bellevue and Kirkland water systems, at the location described and depicted on Attachment A. The intertie connection shall be constructed and paid for by Bellevue. This connection shall be an emergency standby connection (mainly for the purpose of additional fire flow availability to Bellevue), and water shall only be drawn through this point when an emergency occurs. An emergency shall be considered any event that requires Bellevue’s or Kirkland’s water supply to be augmented on a temporary emergency basis.

2.2 Bellevue or Kirkland shall notify the other party in writing at least twelve (12) hours in advance of the date either party desires to receive water through the intertie. In case an emergency requires immediate use of the intertie to protect lives or property, notification should occur as soon as practicable under the circumstances. Follow-up written notice of such emergency request and water usage shall be made by Bellevue or Kirkland 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 Bellevue shall own and install all of the pipes and valves located within the City of Bellevue and Kirkland shall own the pipes and valves within the City of Kirkland. Both Bellevue and Kirkland personnel are authorized to operate the intertie system with appropriate notification to the other party.

2.4 Bellevue and Kirkland 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. Bellevue and Kirkland 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 water is delivered through the intertie, 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 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 Bellevue and Kirkland 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 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 parties to this Agreement at the following addresses:

Bellevue	Utilities Director City of Bellevue 450 110th Avenue, NE PO Box 90012 Bellevue, WA 98009-9012
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With a copy to:	City Attorney City of Bellevue 450 110th Avenue, NE PO Box 90012 Bellevue, WA 98009-9012
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Kirkland: Public Works Director
City of Kirkland
123 5th Avenue
Kirkland, WA 98033

With a copy to: City Attorney
City of Kirkland
123 5th Avenue
Kirkland, WA 98033

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 Bellevue Utility Director and Kirkland Public Works Director.

3.7 This Agreement shall take effect upon execution of this Agreement after authorization by Bellevue's City Council and Kirkland's City Council. 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 Agreement shall be filed with the Bellevue and Kirkland City Clerks, the County Auditor, and the Washington Secretary of State.

Kirkland:

CITY OF KIRKLAND

By _____

Name: _____

Title: _____

Approved as to Form:

OFFICE OF KIRKLAND ATTORNEY

By _____

Name: _____

Title: _____

Bellevue:

CITY OF BELLEVUE

By _____

Name: _____

Title: _____

Approved as to Form:

OFFICE OF BELLEVUE CITY ATTORNEY

By _____

Name: _____

Title: _____

Bellevue Kirkland Emergency Water Intertie- 132nd Ave EXHIBIT A

