

INTERLOCAL AGREEMENT – Emergency Water Intertie 132nd Avenue NE

THIS AGREEMENT ("Agreement") is made this 6th day of Sept, 2012 (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, Kirkland or Bellevue 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
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With a copy to:	City Attorney City of Kirkland 123 5th Avenue Kirkland, WA 98033
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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 Kurt Triplett

Name: Kurt Triplett

Title: City Manager

Bellevue:

CITY OF BELLEVUE

By Brad Miyake

Name: Brad Miyake

Title: Deputy City Mgr

Approved as to Form:

OFFICE OF KIRKLAND ATTORNEY

By Oskar Rey

Name: Oskar Rey

Title: Asst. City Attorney

Approved as to Form:

OFFICE OF BELLEVUE CITY ATTORNEY

By Laney L. Hatten

Name: Laney L. Hatten

Title: Ass. City Attorney

Bellevue Kirkland Emergency Water Intertie- 132nd Ave

ATTACHMENT A

