

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELLEVUE AND THE CITY OF KIRKLAND
FOR
EMERGENCY WATER INTERTIE, POINTS DRIVE AND 96TH 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"), regarding the provision of an emergency water intertie at Points Drive and 96th Ave. NE.

WHEREAS, Bellevue is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes; and

WHEREAS, Kirkland is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes; and

WHEREAS, both cities are members of the Cascade Water Alliance (CWA) and receive their municipal water supply from CWA; and

WHEREAS, Bellevue provides water service to properties within the City of Clyde Hill and the Town of Yarrow Point along NE Points Drive west of 96th Avenue NE in King County, Washington; and

WHEREAS, Kirkland provides water service to properties along 96th Avenue NE and farther east along NE Points Drive within the City of Kirkland, King County, Washington; and

WHEREAS, Bellevue's water service area includes the entire Town of Yarrow Point and the entire City of Clyde Hill, which are adjacent to Kirkland's water service area and follows Kirkland's City Limits; and

WHEREAS, Bellevue desires to obtain supplemental water for emergency purposes only, subject to certain terms and conditions contained in this Agreement, by connecting Bellevue's and Kirkland's respective water systems with an intertie; and

WHEREAS, Bellevue and Kirkland have undertaken a water system modeling and calibration effort to illustrate the effects of said intertie on each system and the Cities are satisfied with the results and operation of the systems with the intertie open; and

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

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree to the terms and conditions as follows:

SECTION 1. EMERGENCY INTERTIE

1.1 The purpose of this Agreement is to ensure the cities have sufficient water supply in times of an emergency as defined in paragraph 1.2.

1.2 An emergency shall be considered any event that requires Bellevue's or Kirkland's water supply to be augmented on a temporary emergency basis. Bellevue and Kirkland agree to provide each other with an emergency standby source of water through the intertie connection between Bellevue and Kirkland water systems, at the location described and depicted on Attachment A. The intertie connection was constructed and paid for by Bellevue. This connection shall be an emergency standby connection (mainly for the purpose of providing service or avoiding shutdowns following a main break or other emergency). Water shall only be drawn through this point when an emergency occurs, unless a temporary, planned event is approved in advance by both parties as described in Section 1.3.

1.3 Bellevue or Kirkland shall notify the other party in writing at least two business days in advance of the date either party desires to receive water through the intertie for planned events. In case an emergency requires immediate use of the intertie to protect lives or property, the receiving party must provide the delivering party notification by calling the Emergency Notification phone numbers listed in paragraph 2.6 and by written notification as soon as practicable under the circumstances.

1.4 Bellevue has installed the intertie. Bellevue shall own the fire hydrant assembly located at 3605 96th Ave NE (including the hydrant tee), and all of the pipes and valves located in Points Drive west of the hydrant tee. *See Attachment A.* Kirkland shall own the pipes and valves in 96th Ave NE and in Points Drive east of the hydrant tee. *See Attachment A.* Bellevue and Kirkland personnel are authorized to operate only their respective portions of the intertie system. The intertie shall be flushed through the hydrant prior to opening the downstream valve serving the neighboring system, with appropriate notification to the other party and system isolation. Staff members from each party shall be on-site when the intertie system is activated, unless during an emergency and the delivering party provides verbal authorization for the other party to proceed without the delivering party's presence.

1.5 Bellevue and Kirkland shall use reasonable efforts to provide an uninterrupted supply of water to the other when the intertie system is open. 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 that may be 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 demands. Further, during critical water shortage periods, such as activation of a shortage management plan by either party or Cascade Water Alliance, Kirkland or Bellevue may close the intertie until sufficient water supply is available for use by either party.

1.6 Once the intertie is open, Bellevue or Kirkland shall notify the other party in writing at least two business days in advance of the date either party desires to close the intertie. In case an emergency requires immediate closure of the intertie to protect lives or property, the party desiring to

close the intertie must provide the other party notification as soon as practicable as addressed in Section 1.3.

1.7 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 (corresponding member payment to Cascade Water Alliance) plus ten percent (10%) to the party delivering such water. The receiving party shall provide the delivering party with an estimated volume of water usage at least monthly. The volume of water shall be estimated based upon actual meter readings for the applicable period, if available, plus any known adjustments for unmetered flows. If actual volumes are not available, then volume will be estimated using historical local water demands for the same time period during the previous five years and any known adjustments for unmetered flows. The party delivering water shall bill the party receiving such water for the amount of water delivered. The party receiving 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 2. GENERAL PROVISIONS

2.1 This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

2.2 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. Upon termination of this Agreement, all property purchased, acquired, or installed in performance of this Agreement shall remain with owner identified in Section 1.4.

2.3 Bellevue and Kirkland agree to defend, hold harmless and indemnify the other party and their respective elected officials, officers, employees and agents from any and all loss, claims, judgment, damages, costs or other liabilities, including attorney's fees, arising out of and to the extent caused by intentional or negligent acts or omissions of the indemnifying party related to activities under this Agreement. For this purpose, each indemnifying party, by mutual negotiation, hereby waives, as respects to the non-indemnifying party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the non-indemnifying party incurs any judgment, award, and/or costs arising therefrom including attorney's fees to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the indemnifying party.

2.4 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Bellevue and Kirkland.

2.5. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

2.6 All notices required under this Agreement shall be deemed sufficient if sent in writing by U.S. Mail or by electronic mail. All notices shall be delivered to the following addresses or to any other or additional addresses as may be specified from time to time by notice to either party. Notices shall be deemed received on the next business day if sent electronically or 3 business days after the notice is placed in the U.S. Mail:

Bellevue:	Emergency Notification: 425-452-7840
	Primary Notification: Utilities Director City of Bellevue 450 110th Avenue, NE PO Box 90012 Bellevue, WA 98009-9012 utilcobadmin@bellevuewa.gov

Kirkland:	Emergency Notification: 425-587-3900
	Primary Notification: Public Works Director City of Kirkland 123 5th Avenue Kirkland, WA 98033 pwutilityadmin@kirklandwa.gov

2.7 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.

2.8 This Agreement shall be administered jointly by the Bellevue Utility Director and Kirkland Public Works Director or their duly authorized representatives.

2.9 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

2.10 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 with thirty (30) days' prior written notice to the other party.

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IN WITNESS WHEREOF, each of the parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

CITY OF KIRKLAND

CITY OF BELLEVUE

By _____
Name: _____
Title: City Manager

By _____
Name: _____
Title: City Manager / Deputy City Manager

Approved as to Form:

Approved as to Form:

OFFICE OF KIRKLAND CITY ATTORNEY

OFFICE OF BELLEVUE CITY ATTORNEY

By _____
Name: Darcey J. Eilers
Title: Assistant City Attorney

By _____
Name: Brian P. Wendt
Title: Assistant City Attorney

Points Drive Intertie

Attachment A - Location Map

