

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 16-2-17A**

**RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORMANDY PARK AND HIGHLINE WATER DISTRICT RELATING TO HWD PROJECT 14-3 MANHATTAN VIEW WATER MAIN REPLACEMENT**

**WHEREAS**, the District is installing approximately 10,000 lineal feet ("LF") of 8-inch diameter ductile iron water main throughout the Manhattan area of the City as described in Plans and Specifications ("Plans and Specifications") prepared by Gray & Osborne, Inc., consulting engineers (the "Project" or the "Work"). The Work includes the installation of all fittings, valves, hydrants, services and other water system appurtenances necessary for a complete water system. The District will abandon the existing water main in place; and

**WHEREAS**, the Work will be performed in City right-of-way. The City's current 1998 Road Standards, Section 8.03c requires the District to provide a 2-inch asphalt trench patch of the water main trench, and a 1-inch full-width overlay; however, the Standards authorize the City Engineer to deviate from these standards on a case-by-case basis; and

**WHEREAS**, the District's Plans and Specifications submitted for Right-of-Way Permit approval proposed to install a 3-inch HMA trench patch of the water main trench, and a half-street grind and 2-inch HMA overlay; and

**WHEREAS**, the City intends to perform certain storm water and other projects in the area of the Project in the future, and, in lieu of requiring the District to perform a half-street grinding and HMA overlay ("Half-Street Improvements") in the area of City right-of-way where trenching will be performed as part of the Project, the City desires the District to pay a fee to the City in lieu of performing the Half-Street Improvements following the completion of all trench patching required for the Project. The City intends to utilize the funds paid to the City by the District to perform future street improvements following the completion of City projects impacting City right-of-way in the area of the Project; and

**WHEREAS**, the purpose of this Agreement is to provide for the terms and conditions of the Parties' agreement to not require the District to perform the Half-Street Improvements in consideration of the District's payment of an agreed amount to the City as part of the Project; and

**WHEREAS**, this Agreement is entered into pursuant to the Interlocal Cooperation Act (chapter 39.34 RCW) to form the basis for a cooperative public works project.

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 16-2-17A**


**NOW, THEREFORE, BE IT RESOLVED:**


The General Manager or designee is authorized to enter into an Interlocal Agreement, (attached as Exhibit A and incorporated herein by this reference) with the City of Normandy Park.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **17th** day of **February 2016**.

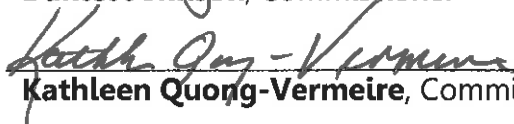
**BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
**Vince Koester**, President

  
\_\_\_\_\_  
**Todd Fultz**, Secretary

  
\_\_\_\_\_  
**Daniel Johnson**, Commissioner

  
\_\_\_\_\_  
**George Landon**, Commissioner

  
\_\_\_\_\_  
**Kathleen Quong-Vermeire**, Commissioner

**INTERLOCAL AGREEMENT**

This Agreement ("Agreement") is made by and between Highline Water District, a municipal corporation ("District"), and the City of Normandy Park, a municipal corporation ("Normandy Park" or "City"), (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

**Section 1: Recitals**

1.01 The District is installing approximately 10,000 lineal feet ("LF") of 8-inch diameter ductile iron water main throughout the Manhattan area of the City as described in Plans and Specifications ("Plans and Specifications") prepared by Gray & Osborne, Inc., consulting engineers (the "Project" or the "Work"). The Work includes the installation of all fittings, valves, hydrants, services and other water system appurtenances necessary for a complete water system. The District will abandon the existing water main in place.

1.02 The Work will be performed in City right-of-way. The City's current 1998 Road Standards, Section 8.03c requires the District to provide a 2-inch asphalt trench patch of the water main trench, and a 1-inch full-width overlay; however, the Standards authorize the City Engineer to deviate from these standards on a case-by-case basis.

1.03 The District's Plans and Specifications submitted for Right-of-Way Permit approval proposed to install a 3-inch HMA trench patch of the water main trench, and a half-street grind and 2-inch HMA overlay.

1.04 The City intends to perform certain storm water and other projects in the area of the Project in the future, and, in lieu of requiring the District to perform a half-street grinding and HMA overlay ("Half-Street Improvements") in the area of City right-of-way where trenching will be performed as part of the Project, the City desires the District to pay a fee to the City in lieu of performing the Half-Street Improvements following the completion of all trench patching required for the Project. The City intends to utilize the funds paid to the City by the District to perform future street improvements following the completion of City projects impacting City right-of-way in the area of the Project.

1.05 The purpose of this Agreement is to provide for the terms and conditions of the Parties' agreement to not require the District to perform the Half-Street Improvements in consideration of the District's payment of an agreed amount to the City as part of the Project.

1.06 The Parties are authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW, to undertake joint and cooperative action.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, the Parties agree as follows:

**Section 2: Payment in lieu of Half-Street Improvements**

2.01 The City agrees the District's obligation as required by the City's 1998 Road Standards to restore City right-of-way impacted by trenching in such right-of-way due to the Work shall be satisfied by the District, through its contractor(s), performing a trench patch and installing four (4) inches of HMA in all trenches in City right-of-way due to the Work as required by the Plans and Specifications ("Trench Restoration Work"). The District shall also pay to the City within thirty (30) days of the City's acceptance of the Trench Restoration Work the sum of Two Hundred Seventy Six Thousand, Five Hundred Dollars (\$276,500.00) ("Payment") in lieu of requiring the District to perform the Half-Street Improvements.

2.02 In consideration of the District's performance of the Trench Restoration Work and remission of the Payment to the City, the City agrees to accept the Payment in full satisfaction of the District's obligation to perform the Half-Street Improvements related to the Work. Following the City's acceptance of the Trench Restoration Work and receipt of the Payment, the City agrees to be responsible for the condition of the City right-of-way where the Trench Restoration Work was performed, and to perform any further improvements to the City right-of-way which the City would have required the District to perform as part of the Project, if the City determines to perform such improvements in its discretion.

2.03 Following the City's acceptance of the Trench Restoration Work and receipt of the Payment, the City agrees to indemnify, defend, and hold harmless the District and its officers, agents, employees, and volunteers from and against any and all damages, costs or expenses in law or equity that may any time arise out of or related to damages to property or personal injury by reason of the condition the City right-of-way and the Trench Restoration Work following the District's completion of the Work.

**Section 3: Interlocal Provisions**

3.01 This Agreement shall terminate by its terms, or sooner by written agreement of the Parties.

3.02 No separate legal or administrative entity is created by this Agreement.

3.03 Any joint or cooperative undertaking resulting from this Agreement does not require the joint financing, budgeting, acquisition, holding or disposal of any real or personal property.

3.04 To the extent necessary, this Agreement shall be administered jointly by the City's Public Work's Director and the District's General Manager.

3.05 Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on the City's and the District's respective websites listed by subject matter.

**Section 4: General**

4.01 This Agreement is made under, and shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in state and federal courts in King County, Washington. If either Party breaches or threatens to breach this Agreement, the other Party shall be entitled to seek all legal, injunctive or other equitable relief.

4.02 All notices and/or correspondence hereunder, shall be mailed, faxed or hand-delivered and addressed as follows:

<u>If to the DISTRICT:</u>	Highline Water District 23828 30th Avenue South Kent, WA 98032-3867 Attn: Jeremy DelMar Email: <a href="mailto:jdelmar@highlinewater.org">jdelmar@highlinewater.org</a>
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<u>If to the CITY:</u>	City of Normandy Park 801 SW 174 <sup>th</sup> Street Normandy Park, Washington 98166 Attn: Email:
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4.03 If any part or provision of this Agreement is held invalid or unenforceable as written, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed under applicable law.

4.04 The waiver of any breach of this Agreement or failure to enforce any provision of this Agreement shall not waive any later breach.

4.05 The term "Party" as used in this Agreement shall include, but not be limited to, the Party's employees, staff, agents, contractors, sub-contractors and any other persons, parties or entities acting on behalf of or providing services to the Party for the purposes set forth herein.

4.06 This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

4.07 The Parties represent and warrant that each Party has the full power and authority to enter into this Agreement and to carry out the actions required of them by this Agreement, and all persons signing this Agreement in a representative capacity represent and warrant they have the full power and authority to bind their respective municipal entities.

4.08 It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions by the City Manager of the City and the General Manager of the District. If unsuccessful, then the Parties agree to submit the dispute to mediation administered by a professional mediator before resorting to a lawsuit. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation at the mediation.

4.09 The Parties agree to perform all duties and obligations in this Agreement with due diligence and in good faith. Time is of the essence to perform all duties and obligations in this Agreement.

4.10 The Recitals set forth above in Section 1 are incorporated by reference herein and made part of this Agreement.

4.11 This Agreement is made for the sole benefit of the Parties and is not intended to benefit any other person or entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

CITY OF NORMANDY PARK  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

HIGHLINE WATER DISTRICT  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
By: \_\_\_\_\_  
John W. Milne, District Attorney

APPROVED AS TO FORM:  
OFFICE OF CITY ATTORNEY:  
By: \_\_\_\_\_  
City Attorney

**Agenda Item No.:** 5.1  
**Agenda Date:** 2/17/16  
**Reviewed By:** [Signature]

**SUBJECT:** Project 14-3 Manhattan View Water Main Replacement  
Authorize Interlocal Agreement with the City of Normandy Park

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL						
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
		<i>Amount:</i> \$ <u>276,500.00</u>				

**ATTACHMENTS:**

1. Resolution 16-2-17A
2. Exhibit A - Interlocal Agreement

**COMMENTS:**

The purpose of this Agreement is to provide for the terms and conditions of the Parties' agreement to not require the District to perform the Half-Street Improvements in consideration of the District's payment of an agreed amount to the City as part of the Project.

Staff recommends approval of this resolution.