

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 16-5-4B

RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN HIGHLINE WATER DISTRICT AND THE CITY OF DES MOINES FOR PAYMENT TO THE CITY IN LIEU OF PERFORMING THE HMA SURFACE IMPROVEMENTS FOR PROJECT 16-5 S 268TH ST WATER MAIN AND BRIGHTWOOD PARK SEWER MAIN REPLACEMENTS

WHEREAS, the District is installing approximately 875 lineal feet ("LF") of 8-inch diameter ductile iron water main and 650 LF of sanitary sewer mains [on behalf of Midway Sewer District] along S 268th St between 16th Ave S and 19th Ave S; and

WHEREAS, the work will be performed in City right-of-way; and

WHEREAS, the District (lead agency) entered into an interlocal agreement with Midway Sewer District by Resolution 16-4-6D; and

WHEREAS, the City intends to perform certain storm water and other road work in the area of the Project in the future, and, in lieu of requiring the District to perform trench patching and HMA overlay ("HMA Surface 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 HMA Surface Improvements following the completion of temporary trench patching required for the Project. The City intends to utilize the funds paid to the City by the District to perform future HMA surface improvements by the City within the 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 HMA Surface Improvements in consideration of the District's payment of an agreed amount to the City as part of the Project; and

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW, to undertake joint and cooperative action; and

WHEREAS, Midway Sewer District will reimburse half the reimbursement cost upon completion of the project.

NOW, THEREFORE, BE IT RESOLVED:

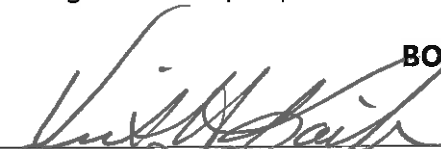
1. The General Manager or designee is authorized to enter into an Interlocal Agreement (Exhibit A, attached and incorporated herein) with the City of Des Moines relating to payment for HMA Surface Improvements for Project 16-5 S 268th St Water Main Replacement and Brightwood Park Sewer Main Replacement.
2. The reimbursement cost to the City of Des Moines for the HMA Surface Improvements is not to exceed \$59,091.00 (Exhibit B, attached and incorporated herein).
3. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the Interlocal Agreement if required.

**HIGHLINE WATER DISTRICT
King County, Washington**


RESOLUTION 16-5-4B

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **4th** day of **May 2016**.

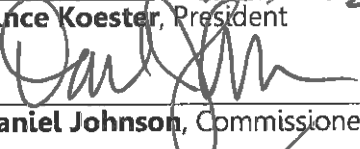
BOARD OF COMMISSIONERS



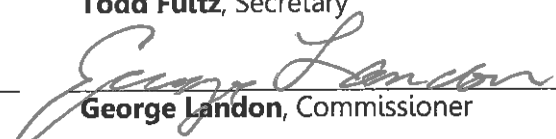
Vince Koester, President



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 Des Moines, a municipal corporation ("Des Moines" 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 875 lineal feet ("LF") of 8-inch diameter ductile iron water main and 650 LF of sanitary sewer mains [on behalf of Midway Sewer District] along S 268th St between 16th Ave S and 19th Ave S 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 pipes, fittings, valves, hydrants, services, manholes, sewer stubs and other appurtenances necessary for a complete water and sewer system. The District will abandon the existing water and sewer mains in place.

1.02 The Work will be performed in City right-of-way.

1.03 Puget Sound Energy plans to upgrade existing gas mains and service within the project limits.

1.04 The City intends to perform certain storm water and other road work in the area of the Project in the future, and, in lieu of requiring the District to perform trench patching and HMA overlay ("HMA Surface 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 HMA Surface Improvements following the completion of temporary trench patching required for the Project. The City intends to utilize the funds paid to the City by the District to perform future HMA surface improvements by the City within the 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 HMA Surface 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 HMA Surface Improvements

2.01 The City agrees the District's obligation as required by the City's 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 temporary trench patch in all trenches in City right-of-way due to the District's 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 Fifty nine thousand ninety one Dollars (\$59,091.00) ("Payment") in lieu of requiring the District to perform the HMA Surface 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 HMA Surface 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:

If to the DISTRICT:

Highline Water District
23828 30th Avenue South
P.O. Box 3867
Kent, WA 98032-3867
Attn: Jeremy DelMar
Email: jdelmar@highlinewater.org

If to the CITY:

City of Des Moines
21650 11th Ave South
Des Moines, Washington 98198
Attn: R. Brandon Carver
Email: bcarver@desmoineswa.gov

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 DESMOINES

HIGHLINE WATER DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

By: _____

City Clerk

John W. Milne, District Attorney

APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY:

By: _____

City Attorney

EXHIBIT B

**S. 268th Street Water Main Replacement and
Brightwood Park Sewer Main Replacement
Contract 16-5
Estimate of Reimbursement to City**

90% DESIGN COST ESTIMATE

<u>NO.</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000
2	Temporary Project Traffic Control	1	LS	\$ 5,000.00	\$ 5,000
3	Pulverize, Grade, Shape, and Compact Existing Asphalt Roadway	750	SY	\$ 5.00	\$ 3,750
4	Crushed Surfacing Top Course	425	TON	\$ 25.00	\$ 10,625
5	4-Inch HMA Class 1/2-Inch PG 64-22	530	TON	\$ 90.00	\$ 47,700
Subtotal Construction Cost					
	Areas for radius, design, contingency		15%		\$ 77,075
Total HWD/MSD Portion					
		67%			\$ 88,636
Total PSE Portion					
		33%			\$ 59,091
					\$ 29,545
	Total				\$ 88,636

Agenda Item No.: 5.2
Agenda Date: 5/04/16
Reviewed By: ASD/m.e.

SUBJECT: Project 16-5 S 268th St Water Main & Brightwood Park Sewer Main Replacements
Authorize Interlocal agreement between Highline Water District and the City of Des Moines for payment to the City in lieu of performing the HMA Surface Improvements

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>		\$ 59,091.00		
				<i>Plus WSST</i>		

ATTACHMENTS:

1. Resolution 16-5-4B
2. Exhibit A – Interlocal Agreement
3. Exhibit B – Estimate of Reimbursement to City of Des Moines

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 HMA Surface Improvements along S 268th St in consideration of the District's payment of an agreed amount to the City of Des Moines as part of the Project. This area only applies to the portion of the project residing within the City's future sidewalk project (approximately 875 LF).

The District will restore the adjacent streets with our project.

The total estimated cost of the restoration is \$88,636.00. Puget Sound Energy will pay 1/3 the cost; HWD will pay 2/3 the cost and be reimbursed by Midway Sewer District for 1/3 the cost. HWD's portion is \$29,545.00.

Staff recommends approval of this resolution.