

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 19-8-21A

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT BETWEEN SOUTHWEST SUBURBAN SEWER DISTRICT "SWSSD" AND HIGHLINE WATER DISTRICT "HWD" RELATING TO THE WITHDRAWAL OF WATER FROM HYDRANTS AND USE OF SANITARY SEWERS FOR DISCHARGE FROM WATER OPERATIONS

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into contracts with each other to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage and thereby to provide services and/or facilities in a manner that addresses the needs of local communities; and

WHEREAS, in connection with SWSSD's operation of its wastewater treatment plants and sewer facilities, SWSSD has a regular need to obtain water to fill up its Vector truck which is used in connection with SWSSD's operations and maintenance activities; and

WHEREAS, HWD owns and maintains hydrants as part of its water system which are located throughout the areas served by HWD and SWSSD; and

WHEREAS, HWD is willing to allow SWSSD to withdraw water from designated HWD hydrants to fill its Vector truck on a regular basis as necessary; and

WHEREAS, in connection with HWD's operation of its water distribution system, HWD has a regular need to discharge chlorinated water in connection with HWD's operations and maintenance activities; and,

WHEREAS, SWSSD owns and maintains a sewer collection and treatment system located throughout areas served by HWD and SWSSD; and

WHEREAS, SWSSD is willing to allow HWD to utilize SWSSD's sewer facilities for discharge of water generated from HWD's operations and maintenance activities; and

WHEREAS, the Parties desire to enter into this Agreement in order to establish the terms and conditions pursuant to which SWSSD may obtain water from HWD's hydrants and HWD may discharge water to SWSSD's sewer system.

**HIGHLINE WATER DISTRICT
King County, Washington**

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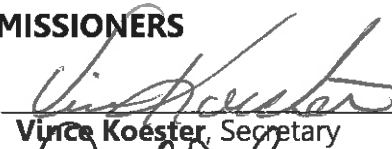
NOW, THEREFORE, BE IT RESOLVED:

1. The recitals set forth are incorporated herein by reference.
2. The General Manager or designee is authorized to enter into an Interlocal Agreement (Attachment 1, incorporated herein by this reference) with Southwest Suburban Sewer District relating to the withdrawal by SWSSD of water from HWD hydrants and use of sanitary sewers by HWD for discharge from water operations.
3. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the Interlocal Agreement if required.

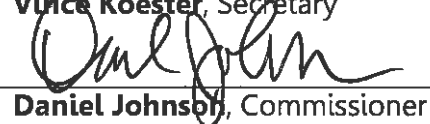
ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **21st** day of **August 2019**.

BOARD OF COMMISSIONERS


Kathleen Quong-Vermeire, President


Vince Koester, Secretary

Todd Fultz, Commissioner


Daniel Johnson, Commissioner


George Landon, Commissioner

**INTERLOCAL AGREEMENT BETWEEN SOUTHWEST SUBURBAN
SEWER DISTRICT AND HIGHLINE WATER DISTRICT
RELATING TO THE WITHDRAWAL OF WATER FROM HYDRANTS AND USE OF
SANITARY SEWERS FOR DISCHARGE FROM WATER OPERATIONS**

This Interlocal Agreement (“Agreement”) is made and entered into by and between Southwest Suburban Sewer District (“SWSSD”), a Washington municipal entity, and Highline Water District (“HWD”), a Washington municipal entity, (individually a “Party” and collectively the “Parties”) for the purposes described herein.

I. RECITALS

Whereas, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into contracts with each other to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage and thereby to provide services and/or facilities in a manner that addresses the needs of local communities; and

Whereas, in connection with SWSSD’s operation of its wastewater treatment plants and sewer facilities, SWSSD has a regular need to obtain water to fill up its Vactor truck which is used in connection with SWSSD’s operations and maintenance activities; and

Whereas, HWD owns and maintains hydrants as part of its water system which are located throughout the areas served by HWD and SWSSD; and

Whereas, HWD is willing to allow SWSSD to withdraw water from designated HWD hydrants to fill its Vactor truck on a regular basis as necessary; and

Whereas, in connection with HWD’s operation of its water distribution system, HWD has a regular need to discharge chlorinated water in connection with HWD’s operations and maintenance activities; and,

Whereas, SWSSD owns and maintains a sewer collection and treatment system located throughout areas served by HWD and SWSSD; and

Whereas, SWSSD is willing to allow HWD to utilize SWSSD’s sewer facilities for discharge of water generated from HWD’s operations and maintenance activities; and

Whereas, the Parties desire to enter into this Agreement in order to establish the terms and conditions pursuant to which SWSSD may obtain water from HWD’s hydrants and HWD may discharge water to SWSSD’s sewer system.

II. AGREEMENT

It is agreed by the Parties as follows:

1. Use of HWD Designated Hydrants. HWD owns and maintains hydrants designated

for water withdrawal to be used for flushing purposes (“Hydrants”) as depicted in Exhibits A, B and C. HWD authorizes SWSSD to use the Hydrants for the purpose of filling up SWSSD’s Vactor truck which normally occurs at the end of each work day so the Vactor truck is full of water and prepared to respond to any emergency call outs. SWSSD shall keep a written record of all water taken from the Hydrants which shall include the date of any withdrawal and the amount of water withdrawn. SWSSD shall provide HWD with a monthly report of the amount of water withdrawn. SWSSD agrees not to use any other HWD hydrants to obtain water except for the ones referenced herein unless prior written permission is granted by HWD.

2. Use of SWSSD Sewer System for HWD Water Discharge. In consideration for SWSSD’s use of the Hydrants and withdrawal of water from the Hydrants, SWSSD agrees to allow HWD to discharge water generated from HWD’s regular pipe flushing and disinfection activities into SWSSD’s sewer system. Except for approved sewer connections, HWD’s agrees not to discharge other liquids, wastewater or materials into the SWSSD’s sewer system other than water generated from HWD’s pipe flushing activities. The Parties agree that SWSSD’s agreement to accept HWD’s flushing water and HWD’s agreement to authorize SWSSD’s use of the Hydrants and withdrawal of water from the Hydrants is considered to be full and fair value between the Parties and that no further payment or other consideration is required.

3. Backflow Prevention. SWSSD shall use an approved air gap backflow prevention method and/or an approved backflow prevention device whenever SWSSD withdraws water from the Hydrants to fill its Vactor trucks in order to protect HWD’s water system from contamination. HWD shall have the right to inspect and approve of SWSSD’s air gap backflow prevention method and/or backflow prevention device relating to the withdrawal of water from the Hydrants at all times during the term of this Agreement. This Agreement may be terminated immediately by HWD by written notice if SWSSD is not using appropriate measures to avoid potential backflow into HWD’s water system. \

4. Term and Termination of Agreement. The initial term of this Agreement shall be for a period of five (5) years, provided that after the expiration of the initial term the Agreement shall be renewed automatically for successive terms of five (5) years, until the Agreement is terminated in accordance with this Agreement. Except as otherwise provided herein, this Agreement may be terminated by either Party without cause upon providing at least thirty (30) days’ written notice of termination to the other Party.

5. Indemnification. To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officials, employees, agents and volunteers, from any and all claims, demands, suits, actions, fines, penalties, and liability of any kind, including injuries to persons or damages to property, which arise out of or are related to any negligent acts, errors, omissions of the indemnifying Party and its employees, contractors, agents, and representatives in performing obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of SWSSD or its employees, contractors, agents, or representatives, and HWD or its employees, contractors, agents, or representatives, each Party’s obligation hereunder applies only to the extent of the negligence of such Party or its employees, contractors, agents, or representatives. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party’s immunity under industrial

insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated. The provisions of this section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

6. Entire Agreement. This Agreement contains the entire Agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties hereto. Any amendments to this Agreement must be in writing and signed by the Parties in order to be effective.

7. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.

8. Disputes. In the event either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

9. Execution in Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

10. Authorization and Listing. This Agreement has been duly authorized by resolutions adopted by SWSSD and HWD. SWSSD shall list this Agreement on its web site, and HWD may list this Agreement on its web site, in accordance with RCW 39.34.040.

11. Effective Date. This Agreement shall be effective upon the latter date by which it is signed by both Parties ("Effective Date").

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

Southwest Suburban Sewer District

Highline Water District

By: _____

Ronald D. Hall
General Manager

By: _____



Matt Everett
General Manager

Dated: _____

Dated: _____

Exhibit A
Designated Hydrants for SWSSD



- Legend**
-  Hydrant designated for SWSSD use
 -  Highline Water District Boundary
 - H0914 - 2400 SW 172nd St
 - H0951 - 3720 SW 170th St
 - H2397 - 1405 SW 178th St



Agenda Item No.: 5.1
Agenda Date: 08/21/19
Reviewed By: JSD

SUBJECT: Authorize Interlocal Agreement with Southwest Suburban Sewer District (SWSSD) relating to the withdrawal by SWSSD of water from HWD hydrants and use of sanitary sewers by HWD for discharge from water operations

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 type="checkbox"/>	No	<input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Budgeted?</i>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Amount:</i> \$ _____					

ATTACHMENTS:

1. Resolution 19-8-21A
2. Attachment 1 - Interlocal Agreement w/Exhibits A, B, and C

COMMENTS:

Highline Water District and Southwest Suburban Sewer District desire to enter into this Agreement in order to establish the terms and conditions pursuant to which SWSSD may obtain water from HWD's hydrants and HWD may discharge water to SWSSD's sewer system.

Highline and Southwest Suburban Sewer District are authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW, to undertake joint and cooperative action. The Parties are also authorized by the Intergovernmental Disposition of Property Act, Chapter 39.33 RCW, to sell, transfer, or otherwise dispose of property, real or personal, to other municipalities on such terms and conditions as may be mutually agreed upon.