

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 18-6-6B

**RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE
HIGHLINE WATER DISTRICT AND VALLEY VIEW SEWER DISTRICT RELATING TO
THE VALLEY VIEW/TUKWILA LOOP SEWER, PHASE ONE PROJECT**

WHEREAS, Highline is removing from service and abandoning in place approximately 354 lineal feet of 4-inch diameter asbestos cement water main ("Water Main") within an easement in the general area of 43rd Avenue South & South 158th Street in the City of Tukwila; and

WHEREAS, Highline has determined the Water Main has no value to the District, has no monetary value, and is surplus to the District's needs; and

WHEREAS, Valley View is in construction of the "Valley View/Tukwila Loop Sewer, Phase One" public works project to install sanitary sewers in the general area where the Water Main is located; and

WHEREAS, Valley View desires to acquire the Water Main from Highline to use as a conduit to aid in construction of a new sewer pipe in the area where the Water Main is located. Highline desires to convey ownership of the Water Main, subject to the terms and conditions of this Agreement

WHEREAS, Highline Water District and Valley View 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; and

WHEREAS, Highline and Valley View desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking; and

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 Valley View Sewer District for Highline to transfer ownership of the water main to Valley View and for Valley View to accept ownership of the water main.
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**

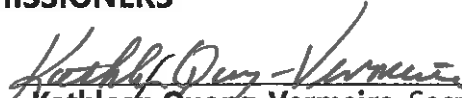
RESOLUTION 18-6-6B

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **6th** day of **June 2018**.

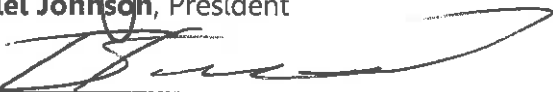
BOARD OF COMMISSIONERS



Daniel Johnson, President



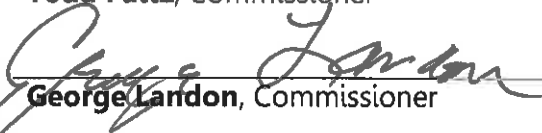
Kathleen Quong-Vermeire, Secretary



Todd Fultz, Commissioner



Vince Koester, Commissioner



George Landon, Commissioner

INTERLOCAL AGREEMENT

This Agreement ("Agreement") is made by and between Highline Water District, a municipal corporation ("Highline"), and Valley View Sewer District, a municipal corporation ("Valley View"), (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

Section 1: Recitals

1.01 Highline is removing from service and abandoning in place approximately 354 lineal feet of 4-inch diameter asbestos cement water main ("Water Main") within an easement ("Easement") as shown and depicted in **Exhibit A** attached hereto and incorporated herein in full by this reference in the general area of 43rd Avenue South & South 158th Street in the City of Tukwila as shown in **Exhibit B** attached hereto and incorporated herein in full by this reference. Highline has determined the Water Main has no value to the District, has no monetary value, and is surplus to the District's needs.

1.02 Valley View is in construction of the "Valley View/Tukwila Loop Sewer, Phase One" public works project to install sanitary sewers in the general area where the Water Main is located.

1.03 Valley View desires to acquire the Water Main from Highline to use as a conduit to aid in construction of a new sewer pipe in the area where the Water Main is located. Highline desires to convey ownership of the Water Main, subject to the terms and conditions of this Agreement.

1.04 The purpose of this Agreement is to provide for the terms and conditions of the Parties' agreement for Highline to transfer ownership of the Water Main to Valley View, and for Valley View to accept ownership of the Water Main.

1.05 The Parties 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.

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

Section 2: Transfer of Ownership

2.01 Highline agrees to decommission, cut-and-cap and abandon the Water Main in place.

2.02 Highline agrees to transfer and convey all right, title and interest it may have in the Water Main to Valley View by Bill of Sale in the form attached hereto as **Exhibit C** and incorporated herein in full by this reference, and the Water Main shall be transferred and conveyed to Valley View “as is, where is” without warranty of fitness for any purpose, express or implied.

2.03 Valley View agrees to accept all of Highline’s right, title and interest in the Water Main “as is, where is” without warranty of fitness for any purpose, express or implied, including the responsibility to remove the Water Main should Valley View determine to do so or if Valley View is required to do so by any governmental agency with jurisdiction.

2.04 Valley View agrees to indemnify, defend, and hold harmless Highline 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 damage to property or personal injury related to the Water Main.

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 Highline’s General Manager and Valley View’s General Manager.

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

If to Valley View: Valley View Sewer District
3460 S 148th St
Tukwila, Washington 98168
Attn: Andrew LaRue
Email: andrewl@valleyviewsewer.org

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 General Managers of each party. 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.

HIGHLINE WATER DISTRICT

VALLEY VIEW SEWER DISTRICT

By: _____
Its: _____
Dated: _____

By: _____
Its: _____
Dated: _____

EXHIBIT A

EASEMENT DEPICTION

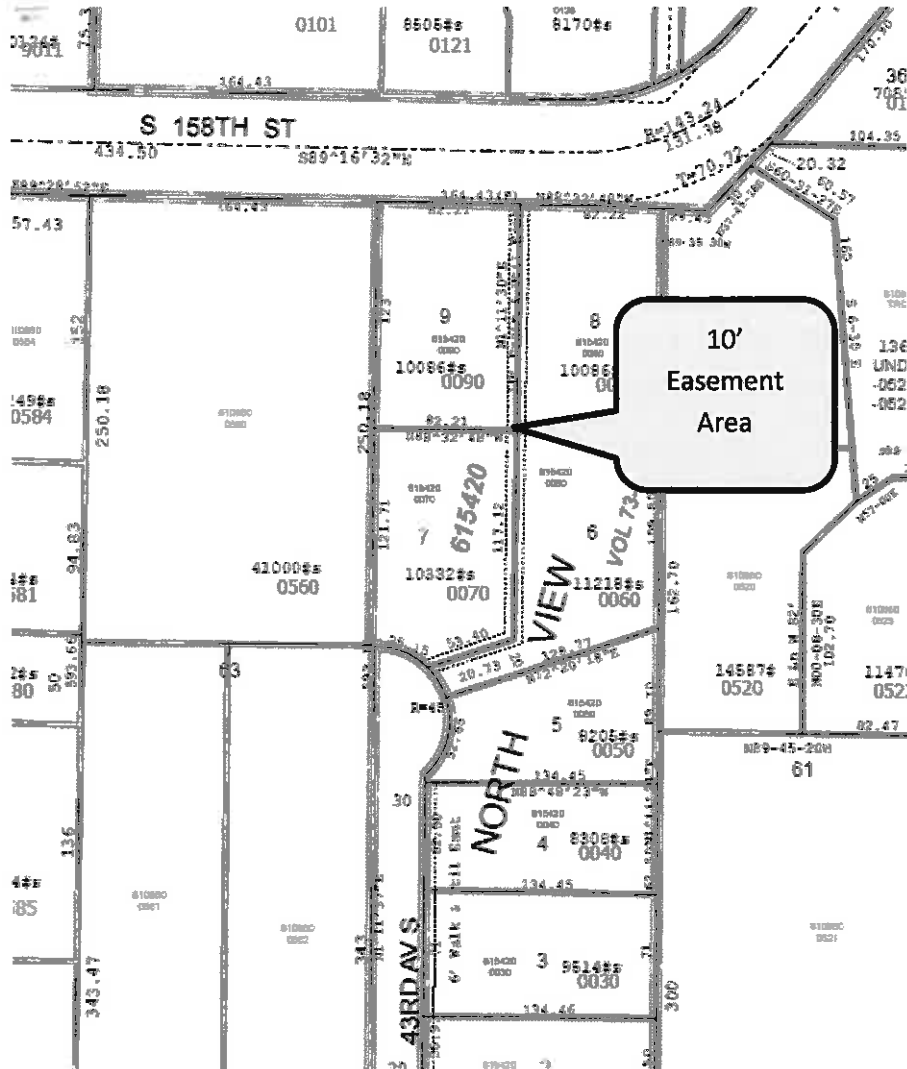
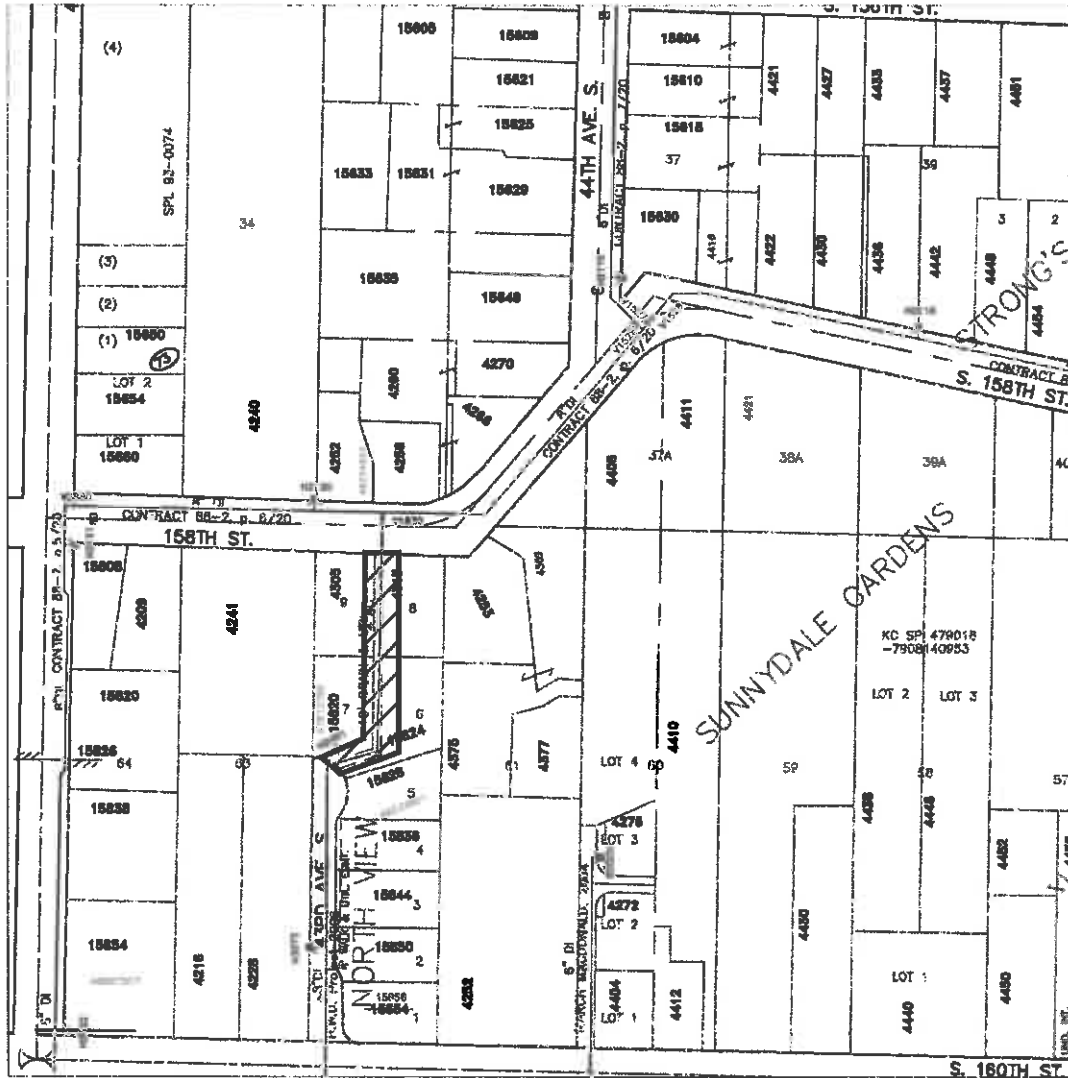


EXHIBIT B

WATER MAIN DEPICTION



Main Cut -n-Cap
 approximately 354' 4" AC
 in easement between
 S 158th St and End of 43rd

5-30-18



Legend	
	Hydrants
	Water meters
	Valves
	490 Zone WM
	560 Zone WM
	Esmt Area

EXHIBIT C

BILL OF SALE – WATER MAIN

In consideration of mutual benefits, HIGHLINE WATER DISTRICT (“Highline”) hereby conveys and transfers to VALLEY VIEW SEWER DISTRICT (“Valley View”), the following described personal property (“Personal Property”):

Three Hundred Fifty Four (354) lineal feet of 4-inch diameter asbestos cement water main and related appurtenances (collectively, the “Water Main) as depicted on Exhibit A attached hereto and incorporated herein in full by this reference.

Highline represents to Valley View that Highline owns the Personal Property and has the right and authority to transfer and convey the same to Valley View, and that the Personal Property is hereby transferred and conveyed to the City “as is, where is” without any warranty of fitness for any purpose, express or implied.

HIGHLINE WATER DISTRICT

By: _____

Its: _____

Dated: _____

SUBJECT: Authorize Interlocal Agreement with Valley View Sewer District
Valley View/Tukwila Loop Sewer, Phase One Project

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 18-6-6B
2. Attachment 1 - Interlocal Agreement

COMMENTS:

Highline Water District and Valley View Sewer mutually desire to establish a formal arrangement under which Highline will transfer ownership of a 4" AC water main to Valley View and for Valley View to accept ownership of the water main.

Highline and Valley View 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.