

**INTERLOCAL AGREEMENT
(Fence Project)**

This Interlocal Agreement (this “*Agreement*”) is entered into as of January ____, 2016, by and between the CITY OF EVERETT, a Washington municipal corporation (the “*City*”), and ALDERWOOD WATER AND WASTEWATER DISTRICT, a special purpose Washington municipal corporation (the “*District*”).

RECITALS

A. The City and the District have facilities located generally at 6001 and 6003 Evergreen Way, Everett Washington. The City and District have agreed that those facilities need a fence and gate. The City and District have agreed to split equally the cost of the fence and gate. The City has built the fence at a cost of \$58,098.62.

B. The parties desire to enter into this Agreement to provide for payment regarding the fence project, pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Fence Payment. The District shall pay the City \$29,049.31 (the “*Fence and Gate Payment*”) within 30 days after receipt from the City of an invoice.
2. Expiration of Agreement. This Agreement expires on the date the City receives the Fence Payment.
3. General Provisions.
 - a. Administration. Each party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party’s respective actions in performance of this Agreement.
 - b. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
 - c. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.
 - d. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This

Agreement supersedes and replaces all other written or oral agreements thereto.

e. Amendment. No amendment to this Agreement will be effective unless in writing and signed by the Mayor of the City and by the authorized representatives of each other party.

f. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

g. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

h. Notice. For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid.

| Notice to City | Notice to |
|--|--|
| City of Everett Attn: Utilities Financial Manager 3200 Cedar St Everett, WA 98201 | Alderwood Water & Wastewater District Attn: General Manager 3626 - 156th Street S.W. Lynnwood, Washington 98087 |

A party may change its address by delivering written notice to the other party of the new address.

j. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the parties to this Agreement. No other persons have any rights or remedies under this Agreement.

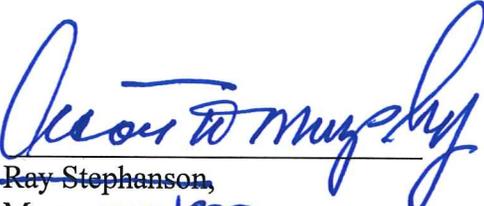
k. Compliance with the Washington State Public Records Act. The parties acknowledge they are subject to the Public Records Act, chapter 42.56 RCW. Both parties shall cooperate with each other so that each may comply with all of its obligations under the Public Records Act.

l. Public Availability. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

The parties have executed this Agreement as of the date first above written.

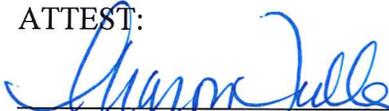
CITY OF EVERETT

**ALDERWOOD WATER &
WASTEWATER DISTRICT**

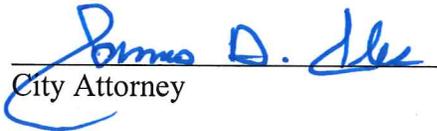
By: 
~~Ray Stephanson,~~
Mayor pro-tem

By: 
Name: JEFF CLARKE
Its: G.M.

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#21

PROJECT TITLE:

Interlocal Agreement with the Alderwood Water and Wastewater District for payment of a fencing and gate project

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing
- Budget Advisory

COUNCIL BILL # _____
 Originating Department Public Work
 Contact Person Mark Sadler
 Phone Number 425-257-8967
 FOR AGENDA OF April 20, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President *ds*

| <u>Location</u> | <u>Preceding Action</u> | <u>Attachments</u> | <u>Department(s) Approval</u> |
|-----------------------------|-------------------------|----------------------|-------------------------------|
| 6001 and 6003 Evergreen Way | | Interlocal Agreement | Public Works, Legal |

| | | |
|----------------------|-----------|-----------------------------|
| Amount Budgeted | \$200,000 | Within Utility Maint Budget |
| Expenditure Required | \$0 | Account Number(s): Fund 401 |
| Budget Remaining | -NA- | |
| Additional Required | -NA- | |

DETAILED SUMMARY STATEMENT:

The City's Reservoir 3 and Evergreen Pump Station site is shared with the Alderwood Water and Wastewater District (AWWD), which also has facilities within the City property. Both organizations have determined that security fencing and gate improvements are needed to better protect these facilities, and both organizations have agreed to evenly split the improvement costs. The City has built the fence at a cost of \$58,098.62.

This agreement memorializes the fence improvements, allowing the City to invoice AWWD for half the installation costs (\$29, 049.31).

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement with the Alderwood Water and Wastewater District for payment of a fencing and gate project.

*Council approval
04-20-2016 J.P.*