

AN INTERLOCAL AGREEMENT between the City of Everett and the Silver Lake Water District concerning the joint use of a water supply main on 100th Street S.E.

THIS AGREEMENT made this 1st day of Aug, 1984, by and between the City of Everett, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and the Silver Lake Water District, a municipal corporation of the State of Washington, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act contained in Chapter 39.34 RCW, permits any two or more public agencies to enter into agreements with one another for joint or cooperative action to perform any governmental service, activity or undertaking which each public agency entering into the agreement is authorized by law to perform; and

WHEREAS, the District wants to install a 16" water supply main on 100th Street S.E. from 19th Avenue S.E. to approximately 660 feet west of 35th Avenue S.E.; and

WHEREAS, the City desires to make connection to said water supply main;

NOW, THEREFORE, the City and the District, in consideration of the mutual covenants contained herein, do hereby agree as follows:

1. The District has prepared plans for a 16" water supply main on 100th Street S.E. from 19th Avenue S.E. (Bothell- Everett Highway) to approximately 660 feet west of 35th Avenue S.E. The City has reviewed said plans and approves them for construction.
2. The District hereby agrees to purchase said water supply main and to construct said main in accordance with the approved plans described in Paragraph 1 herein.
3. The City hereby agrees to pay 47% of the equivalent cost of an 8" main from Station 13 + 60 to Station 56 + 30 as shown on the plans described in Paragraph 1 herein, including engineering costs and sales tax. All change orders between Stations 13 + 60 and 56 + 30 shall be subject to City approval.
4. In consideration of the City's payment to the District as described in Paragraph 3 herein, the District hereby grants the City the right to make connections to the said water supply main. The City agrees to pay all of its costs for the connections it makes to the said water supply main. The City further

agrees to follow District's standards regarding the installation, maintenance and operation of said connections.

5. The District shall own said water supply main and shall be responsible for its operation and maintenance.

6. In the event of annexation by the City of District's customers utilizing said line, City agrees to compensate the District in accordance with RCW 35.13A annually, either on the basis of outstanding debt incurred at the time of annexation or on the basis of the remaining useful life of said line.

7. District does release, indemnify and promise to defend and save harmless the City, its officers, employees and agents from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of District's use of the above-described 16" water supply main.

8. City does release, indemnify and promise to defend and save harmless District, its officers, employees and agents from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by District, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of City's use of the above-described 16" water supply main.

9. This Agreement may be amended only by written instrument signed by parties to the Agreement.

10. Pursuant to Chapter 39.34.030(4) RCW, the following individuals are hereby designated to be on the Board for the purpose of administering this Interlocal Agreement. Representing the City on the Board shall be the City's Mayor (or his designee), one City Council member (or his designee), and one representative from the City's Public Works Department. Representing the District on this Board shall be a total of three individuals composed of Commissioners and/or their designees.

11. The waiver by the City or the District of the breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach by either party from thereafter enforcing any such provision.

12. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties.

13. Any notice or communication to be given under this Agreement shall be given by mailing by first class mail or delivery in person to the following address:

If to the City:

City of Everett
Public Works Department
3200 Cedar
Everett, WA 98201

If to the District:

Silver Lake Water District
2210 132nd S.E.
Everett, WA 98204

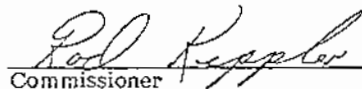
14. Upon the payment by the City as described in Paragraph 3 herein, this Agreement shall not be terminated unless the City annexes District's customers utilizing said water supply line as set forth in Paragraph 5 herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

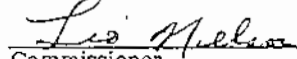
CITY OF EVERETT


SILVER LAKE WATER DISTRICT


WILLIAM E. MOORE, Mayor


Commissioner


ATTEST:

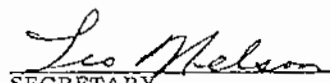

Commissioner


CITY CLERK

APPROVED AS TO FORM:

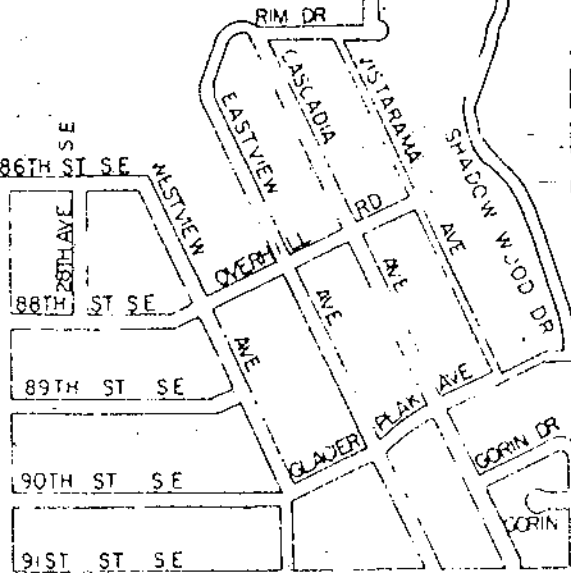
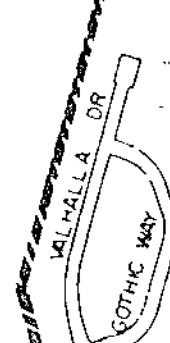
ATTEST:


CITY ATTORNEY


SECRETARY

SET DRIVE

84TH ST SE



17

16



project location

LOWEL - LARIMER RD.

29TH AVE SE

100th ST S.E.

100TH PL SE

101st ST SE

101st PL SE

100TH ST SE

100 TH. ST. SE.

102nd PL SE

TH AVE