

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute an Interlocal Agreement with Seattle Public Utilities for Coordination of Services on the Echo Lake Safe Routes to School Project
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Tricia Juhnke, City Engineer
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

During July and August 2017, the City constructed new sidewalks, curb, gutter and curb ramps along the south side of N 195<sup>th</sup> Street between Wallingford Avenue N and Meridian Avenue N. for the Echo Lake Safe Routes to School project. In preparation for the City’s sidewalk project, Seattle Public Utilities (SPU) was required to construct eight new water services, retire eight existing water services, and install or adjust fire hydrants in the project work area.

SPU has requested that the City execute an interlocal agreement, which SPU entitles as a Coordination Agreement, with it that defines the roles, responsibilities and scope of each party’s work on the project, and to establish that each party will pay its own costs for design and construction. Tonight, Council is being requested to authorize the City Manager to enter into this Interlocal agreement.

**RESOURCE/FINANCIAL IMPACT:**

Under the provisions of the interlocal agreement, SPU and the City each pay the cost of their own work on the project. For SPU, this is the cost of designing and constructing new water services, retiring existing water services, and adjusting or installing new fire hydrants. For the City, this is the cost of designing and constructing the street, sidewalk, curb, gutter and ramp improvements as budgeted for the Echo Lake Safe Routes to School CIP project. Consequently, there is no financial impact on the City for entering into this Interlocal Agreement.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute an interlocal agreement with Seattle Public Utilities for coordination of services on the Echo Lake Safe Routes to School Project.

Approved By:            City Manager **DT**    City Attorney **JAT**

## **INTRODUCTION**

The City requested that SPU retire eight water services that have long, privately-owned service lines in the public right of way and replace them with new water services located immediately adjacent to the served parcels. The parcels are located on the south side of N 195<sup>th</sup> Street in the 1800 and 1900 blocks. In the same area, existing fire hydrants needed vertical adjustment to clear the new sidewalks and a new hydrant was requested in one location.

The request for this work was made pursuant to the provisions of SPU's franchise agreement with the City. Although the franchise agreement requires SPU to perform the work without cost to the City, SPU requested a separate interlocal agreement to establish that the City would fully fund all elements of its Echo Lake Capital Improvement Project (the Safe Routes to School Project), and that SPU would fully fund its scope of work to relocate the water services and adjust/install the fire hydrants necessitated by this project. The interlocal agreement establishes the roles and responsibilities and scopes of work for both parties. The resulting Coordination Agreement is attached as Attachment A to this staff report.

## **BACKGROUND**

Council approved the Echo Lake Safe Routes to School project for inclusion in the 2017 Capital Improvement Plan (CIP). To construct the improvements included in the project scope, it was necessary to remove and re-establish eight water services to eliminate their 150 to 200 foot-long service lines that were located in the public right-of-way. The service lines are privately owned from the water meters located at the southeast corner of each block to the service address, and would be located under the new sidewalks if not relocated.

Construction of a new water main was required to relocate the services and meters directly adjacent to the parcels served. The fire hydrants needed vertical adjustment to ensure clearance from the new sidewalk surfaces. SPU is obligated to make such alterations at the City's request by the provisions of Chapter 6 of its Franchise Agreement with the City.

## **RESOURCE/FINANCIAL IMPACT**

Under the provisions of the interlocal agreement, SPU and the City each pay the cost of their own work on the project. For SPU, this is the cost of designing and constructing new water services, retiring existing water services, and adjusting or installing new fire hydrants. For the City, this is the cost of designing and constructing the street, sidewalk, curb, gutter and ramp improvements as budgeted for the Echo Lake Safe Routes to School CIP project. Consequently, there is no financial impact on the City for entering into this Interlocal Agreement.

## **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute an interlocal agreement with Seattle Public Utilities for coordination of services on the Echo Lake Safe Routes to School Project.

## **ATTACHMENTS**

Attachment A: Coordination Agreement Between the City of Shoreline and the City of Seattle Regarding Safe Route to Echo Lake Elementary School Project

## **Attachment A**

Coordination Agreement  
Between  
The City of Shoreline and The City of Seattle  
Regarding  
Safe Route to Echo Lake Elementary School Project

This Coordination Agreement (Agreement) is dated \_\_\_\_\_, 2017, and entered into by and between The City of Shoreline (Shoreline) and The City of Seattle, acting through its Department of Public Utilities (SPU or Seattle).

### **Recitals**

WHEREAS, the City of Shoreline and the City of Seattle, specifically Seattle Public Utilities, are working to increase their city-to-city coordination in SPU's provision of municipal water utility services to portions of Shoreline; and

WHEREAS, Shoreline and SPU are engaged in on-going discussions over how to reflect Shoreline's priorities in SPU's asset management decision-making processes that may impact Shoreline, in particular, the prioritization and implementation of certain SPU distribution system capital improvements; and

WHEREAS, the elimination of long, privately-owned service lines located within the public rights-of-way is a consideration in SPU's evaluation of potential water system capital improvements as well as the type of water system capital improvement project prioritized by Shoreline; and

WHEREAS, as a component of the Safe Route to Echo Lake Elementary School Project, Shoreline intends to construct sidewalks and other safety-related improvements along the 1800 and 1900 blocks of North 195<sup>th</sup> Street in Shoreline, which will require the relocation or replacement of several long, privately-owned service lines; and

WHEREAS, in recognition of the spirit of the on-going discussions and in the interest of promoting continuing goodwill, SPU agrees to take this opportunity to coordinate efforts with Shoreline and install a 2-inch water main and other system improvements within the right-of-way along the 1800 and 1900 blocks of North 195<sup>th</sup> Street in Shoreline as part of the Safe Route to Echo Lake Elementary School Project.

NOW, THEREFORE, the parties agree as follows:

## **1. Term of Agreement**

The term of this Agreement shall commence on the date first written above and shall terminate no later than December 31, 2017.

## **2. Roles and Responsibilities**

Shoreline and SPU are coordinating efforts in support of the Safe Route to Echo Lake Elementary School Project. SPU and Shoreline will be acting in their individual capacities, not as agents, employees, partners, joint ventures or associates of one another. The roles and responsibilities of the two parties are outlined below.

2.1 Within the right-of-way along the 1800 and 1900 blocks of North 195<sup>th</sup> Street in Shoreline, SPU agrees to provide and pay all costs for the following:

- A. Design and install approximately 192 linear feet of 2-inch copper pipe with four service relocations along the north side of the right-of-way; and
- B. Design and install approximately 178 linear feet of 2-inch copper pipe with four service relocations along the south side of the right-of-way; and
- C. Adjust the existing hydrant and valve; and
- D. Install a hydrant at an existing tee location; and
- E. Retire existing services.

For the purpose of this Coordination Agreement, the above actions shall be referenced as the “SPU Project.” The SPU Project manager shall be: Alex Chen, Planning & Program Management Director.

2.2 Shoreline agrees to:

- A. Incorporate SPU’s activities into and include SPU representatives in Shoreline’s planning and construction of the Echo Lake Safe Route to School Project along the 1800 and 1900 blocks of North 195<sup>th</sup> Street to promote efficiencies and reduce costs;
- B. Fully fund completion of the sidewalk, curb, gutter, street surface restoration and other elements of the City’s Project and not including SPU’s work described in Article 2.1 of this Agreement.

For the purpose of this Coordination Agreement, the planning and construction of the Safe Route to Echo Lake Elementary School Project shall be referenced as the “Echo Lake School Project.” The Shoreline Project manager shall be: Eduardo Aban, P.E.

2.3 Shoreline and SPU agree that they are not responsible for the delays of the other parties when such delays are caused by factors beyond the reasonable control of the

party. Shoreline and SPU agree that neither party will be responsible to the other for such delays nor shall either party be deemed in default of this Coordination Agreement.

### **3. Existing Franchise Agreement**

Shoreline and SPU agree that this Coordination Agreement is separate and distinct from the existing SPU Franchise Agreement referenced by Shoreline Receiving No. 6578. This Coordination Agreement is not intended to reflect either party's interpretation of the existing Franchise Agreement and agree not to assert that the terms of this Coordination Agreement represent an expression of either party's interpretation of the existing Franchise Agreement.

### **4. Dispute Resolution**

Any disputes or misunderstandings that may arise under this Coordination Agreement shall first be resolved through amicable negotiations, if possible, between the SPU project director and the Shoreline project director. If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Any such dispute resolution processes shall take place within the State of Washington.

### **5. Indemnity**

5.1 To the extent permitted by law, the parties shall protect, defend, indemnify, and hold harmless each other from and against all claims, demands, damages, costs, actions and causes of action, liabilities, judgments, expenses and attorney fees, including but not limited to injury or death of any persons or the damage to or destruction of property, arising from the negligent acts or omissions of the other party relating to that parties involvement under the terms of this Coordination Agreement in the Safe Route to Echo Lake Elementary School Project.

5.2 Solely with respects to claims for indemnification under this Coordination Agreement, Shoreline and SPU waive, as to each other only, their immunity under Title 51 RCW, the Industrial Insurance Act, and acknowledge that this waiver has been mutually negotiated by the Parties.

5.3 Any liability of Shoreline or SPU arising under any indemnity provision of this Coordination Agreement shall survive termination of this Coordination Agreement, whether or not any claim giving rise to such liability shall have accrued.

### **6. Termination**

Either party may terminate this Coordination Agreement without recourse by the other where performance is rendered impossible or impractical due to factors beyond the

control of the parties or where either party determines that its participation under the terms of this Agreement no longer meets its needs or expectations. Written notice shall be given to the Project Manager for the non-terminating party. Termination will become effective after five business day following written notice to the other party.

## **7. Compliance with Law**

Both parties will comply with all applicable laws of the United States and the State of Washington, the City of Seattle Charter, Municipal Code, and ordinances of Seattle and Shoreline, and all applicable rules, regulations, orders, and directives of their administrative agencies and officers.

## **8. Applicable Law and Venue**

This Coordination Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought to enforce the terms of this Agreement shall be in the Superior Court of King County.

## **9. Entire Agreement**

This Coordination Agreement constitutes 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. Either party may request a modification to this Agreement. Any modifications to this Agreement shall be in writing and mutually agreed upon by the Parties.

## **10. General Provisions**

10.1 Both Parties acknowledge that they are a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced in connection with this Coordination Agreement may be deemed a public record as defined in the Public Records Act and that if either Party receives a public record request, unless a statute exempts disclosure, the Party must disclose the record to the requestor.

10.2 This Coordination Agreement shall be effective independently from any and all permits that may be issued by Shoreline. Nothing in this Agreement shall be construed as waiving or limiting Shoreline's right to exercise its police power or to preclude or limit exercising any regulatory power in connection with the projects identified in this Agreement.

10.3 No failure to exercise, and no delay in exercising, on the part of either Party hereto, any rights, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided for in this Coordination Agreement.

10.4 This Coordination Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

10.5 Any provision or part of this Coordination Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Shoreline and SPU, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and mutual benefits contained herein, the parties have executed this Agreement by having their representatives affix their signatures below.

**CITY of SEATTLE**

By: \_\_\_\_\_  
XXXXXXXXXXXXX  
Title

Dated: \_\_\_\_\_, 2017

**CITY of SHORELINE**

By: \_\_\_\_\_  
Debbie Tarry  
City Manager

Dated: \_\_\_\_\_, 2017