

**CITY OF SEATAC
DISTRIBUTION SCHEDULE**

Agreement #: 06-A091	Subject: An Interlocal Agreement with Highline Water District for Cross Connection Control.
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Term: 01/04/07 thru Ongoing (automatic renewal annually)

Reference to: Mot. 2736 **Approved:** 12/12/06

Department/Contact: Public Works / Building Department

	No.	Reference to:	Date approved:	Changes to Agreement per amendment:
Amendments:				

Comments: _____

Bid List for Destruction: N/A

Retain this record until after: 10 years after termination

Date Reviewed by Deputy City Clerk: _____

Kacey Orlando

From: Gary Schenk
Sent: Wednesday, March 19, 2014 2:30 PM
To: Steve Pilcher; Kacey Orlando
Cc: Debra McClung
Subject: RE: Annual Review of Agreement List

Kacey,

Here is what I have. No changes from last year.

Enjoy, GS

<u>Agreement/Contract Number:</u>	<u>Effective Date:</u>	<u>Ending Date:</u>	<u>Notes:</u>
02-A76	11/06/2002	Ongoing	Contract automatically renews annually
06-A091	11/17/2006	Ongoing	Contract automatically renews annually
07-A101	06/19/2007	Ongoing	Contract automatically renews annually
10-A093	08/30/2010	Ongoing	Contract automatically renews annually

From: Kacey Orlando
Sent: Friday, March 14, 2014 5:02 PM
To: Debra McClung
Subject: Annual Review of Agreement List

The Clerk's Office has provided a list of agreements and contracts for each department to review (see attachment). It is the City Clerk's job to ensure these agreements and contracts are updated with current and correct information. To help us do so, we ask that each department review their department's list for accuracy.

The areas of the spreadsheet that are **not** grayed out need to be reviewed. However, it can be useful to check the grayed areas as well. (Gray cells denote terminated contracts, striped cells on-going contracts, and white cells active contracts).

Please review the **Ending Date** for each agreement or contract. If the list shows that a contract is on-going but it has actually ended, please notate the actual ending date (i.e. 02/28/08). If a contract is on-going and renews each year, please provide the renewal information.

All information should be provided by email, in the body of the email - **not** as an attachment. Be sure to include the agreement/contract number, effective date, ending date, and any related notes as exemplified below:

<u>Agreement/Contract Number:</u>	<u>Effective Date:</u>	<u>Ending Date:</u>	<u>Notes:</u>
00-A000 renews annually	01/01/2000	12/31/2000	Contract automatically

If you have any questions, please let me know.

Please return your corrections to the Clerk's Office by: **April 18, 2014**.

Thank you!

Kacey Orlando
Administrative Assistant II
City of SeaTac

INTERLOCAL AGREEMENT FOR CROSS CONNECTION CONTROL
 Between the Highline Water District and the City of SeaTac

This agreement ("Agreement") is entered into pursuant to Chapter 39.34 RCW between the Highline Water District, a Washington municipal corporation ("District") and the City of SeaTac, Washington, a Washington municipal corporation ("City") (individually a "Party" and collectively the "Parties") to describe the terms and conditions under which the District and the City will provide cross connection control services to each other.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to document the responsibilities and expected actions for cross connection control efforts between the District and the City Building Division.

2. Responsibilities. Pursuant to WAC 246-290-490(1)(d), the District will be responsible for the protection of its water distribution system through implementation and enforcement of a cross connection control program in accordance with Washington Administrative Code ("WAC") 246-290-490 as promulgated by the Washington State Department of Health ("DOH"). The City Building Division will be responsible for cross connection control within the property lines as required by WAC 246-290-490(1)(e) and the City's adopted plumbing code WAC chapters 51-56.

3. Procedures. The District and the City are responsible for certain cross connection control activities within the District's and City's boundaries as they coincide. The respective responsibilities are delineated as summarized in the general table below. Specific activities are identified for each Party in Sections 3.1 and 3.2.

<i>CCC Responsibility</i>	<i>District</i>	<i>City</i>
<i>New Construction Plan Reviews</i>	X	X
<i>New Construction Evaluations</i>	X	X
<i>Existing Facilities Evaluations</i>	X	
<i>a) Initial</i>	X	
<i>b) Periodic Resurvey</i>	X	
<i>Assembly Testing</i>	X	
<i>Record Keeping/Data Management</i>	X	
<i>Backflow Incident Response</i>	X	X

3.1 City (Building Division) Responsibilities.	
•	Plan reviews of construction projects are conducted by the City upon submittal of the permit application.

CITY OF SEATAC
RECEIVED

JAN 10 2006

TIME: _____
CITY CLERK'S OFFICE

<u>3.1 City (Building Division) Responsibilities.</u>	
•	The City will notify applicants that the District has requirements for cross connection control for premise isolation. A cross connection control questionnaire will be given to applicants to fill out and submit to the District.
•	Final approval/certificate of occupancy will not be issued until the City receives certification that the District's backflow prevention requirements have been met. A sign-off on the permit by the District or other acceptable certification will be utilized.
•	Inform the District of any corrective actions taken in regards to cross connection control.
•	Provide immediate notice to the District of any water quality complaint received.
•	Require that any backflow prevention assemblies installed in-premise and relied upon for premise isolation be DOH-approved and commensurate with the degree of hazard.
•	Ensure backflow prevention assemblies are installed in accordance with plumbing code requirements.
•	Upon request, provide assistance to the District to ensure installation and testing requirements for cross connection are met.
•	Take lead investigation/mitigation for in-premise backflow prevention incident response.
•	Upon request, provide support for water system distribution system related backflow incident response.

<u>3.2 District Responsibilities</u>	
•	The District reviews plans for construction projects when additions or changes to the distribution system are planned. Premise isolation in the form of DOH-approved backflow prevention assemblies are required to isolate each new service connection.
•	Provide periodic surveys of existing premises for premise isolation purposes. When backflow prevention assemblies are required, the District will direct the owner to the City for permits.
•	Notify the City of any backflow prevention requirements the District has or will impose resulting from periodic surveys by copy of a letter or other notification.
•	Maintain a database of installed backflow prevention assemblies.
•	Send out notifications to owners of annual testing requirement.
•	Require that backflow prevention assembly testing is conducted by a DOH-certified

<u>3.2 District Responsibilities</u>	
	Backflow Assembly Tester (BAT).
•	Require that gauges used for backflow prevention testing have been calibrated or certified as accurate on an annual basis.
•	Require that backflow prevention assemblies are DOH approved.
•	Provide notice to the City of any water quality complaint that involves cross connection control
•	Provide an annual summary of backflow testing report to the City for backflow prevention assemblies installed in-premises.
•	Take lead for investigation/mitigation of distribution system-related backflow incident response.
•	Upon request, provide support for in-premise backflow incident response.
•	Contact and report backflow incidents to DOH.

4. Administration. It is recognized that this Agreement has been formulated to provide broad outlines of responsibilities, and it is anticipated that the details of the relationship formed by this Agreement will be arrived at through written and verbal understandings between District and City Officials. In the event such Officials are unable to agree on any provision relative to the administration of this Agreement, any such dispute shall be resolved at a meeting of the City's Public Works Director and the District's Construction/Operations Manager. In the event such Managers are unable to arrive at a resolution of the dispute, the Parties have the option of terminating this Agreement as provided herein.

5. Term and Termination. The term of this Agreement shall be from the date of execution of this Agreement through December 31, 2006. This Agreement shall automatically be renewed annually unless either Party provides at least ninety (90) days prior written notice of its intent not to renew the Agreement. Notwithstanding the terms of this Agreement, either Party may terminate this Agreement upon ninety (90) days prior written notice to the other.

6. Indemnification. The City hereby releases and agrees to indemnify and hold harmless the District, its successors and assigns and the officers, employees and agents of each ("Indemnitees"), from and against any and all claims of third parties and losses, harm, cost, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising from willful or negligent acts or omissions of the City; PROVIDED, however, that the City shall not be required to so indemnify any such Indemnitee against liability for damages caused by or resulting from the sole negligence of Indemnitees; PROVIDED FURTHER that if such damages are caused by or result from the concurrent negligence of Indemnitees and of the

City or its officers, employees, or agents, then the City's indemnity hereunder shall be limited to the extent of the negligence of the City.

The District hereby releases and agrees to indemnify and hold harmless the City, its successors and assigns and the officers, employees and agents of each ("Indemnitees"), from and against any and all claims of third parties and losses, harm, cost, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising from willful or negligent acts or omissions of the District; PROVIDED, however, that the District shall not be required to so indemnify any such Indemnitee against liability for damages caused by or resulting from the sole negligence of Indemnitees; PROVIDED FURTHER that if such damages are caused by or result from the concurrent negligence of Indemnitees and of the District or its officers, employees, or agents, then the District's indemnity hereunder shall be limited to the extent of the negligence of the District.

7. Amendment or Modification. This Agreement may be amended or modified only by a subsequent written document executed by the City's City Manager and the District's General Manager.

8. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by overnight courier service or mailed by United States registered or certified mail, return receipt requested, postage prepaid, or by facsimile transmission, and addressed to each Party at its address as set forth below:

To the City: Building Official
4800 So. 188th Street
SeaTac, WA 98188
Tel. No.: 206-973-4755
Fac. No.: 206-973-4769

To the District: Engineering/Operations Manager
PO Box 3867
Kent, WA 98089
Tel. No.: 206-592-8904
Fac. No.: 206-824-0806

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of personal delivery or upon deposit in the United States mail or with an overnight courier as provided above. In the case of facsimile transmission, the notice shall be deemed to be effective upon confirmation of receipt of facsimile transmission, provided such notice is also hand delivered or sent by overnight carrier through United States mail on the date the facsimile notice is given. By giving at least five (5) days prior written notice thereof, either Party may from time to time at any time change its mailing address hereunder.

HIGHLINE WATER DISTRICT

CITY OF SEATAC, WASHINGTON

By: Matt Everett
Matt Everett
Title: General Manager

By: Craig Ward
Craig Ward
Title: City Manager

Date: 11/17/06

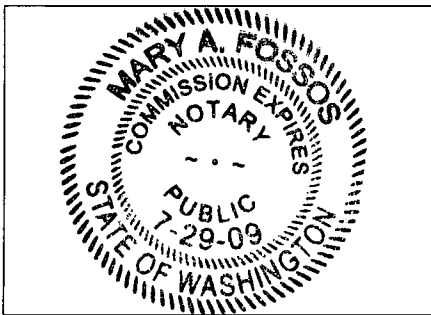
Date: 1/4/07

Attest/Authenticated:

Attest/Authenticated:

Mary A. Fossos
Mary A. Fossos, Notary Public

Judith L. Cary
Judith L. Cary, City Clerk



Approved as to form:

Approved as to form:

John W. Milne
John W. Milne, District Attorney

Mary M. Bartolo
Mary Mirante Bartolo, City Attorney