



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is entered into by and between the Silver Lake Water District, a utility district organized under the laws of the State of Washington (the "District") and the City of Everett, a first-class charter city organized under the laws of the State of Washington (the "City"), for the purposes of identifying certain agreement by and between the District and the City regarding the design of certain water distribution facilities to be replaced along SR 527 (and vicinity), between 112th Street and 132nd Street.

RECITALS

- A. The City and the Washington State Department of Transportation (WSDOT) have planned arterial improvements along SR 527, between 112th Street and 132nd Street.
- B. The District has potable water facilities and appurtenances along or in the vicinity of SR 527, between 122nd Street and 132nd Street.
- C. The City and the District have determined that a portion of the District's water line within SR527 street-widening project limits must be replaced, due to the roadway reconstruction. Specifically, the District's existing twelve-inch-diameter cast iron water line from the vicinity of 132nd Street SE to the vicinity of 122nd Street SE will not have adequate cover during the duration of construction activities. Consequently, a total of approximately 3,000 feet of the District's water main must be replaced with ductile iron pipe.
- D. In order to accommodate the future relocation of Master Meter No. 3, it has also been determined that certain vault and plumbing improvements need to be made as part of the SR 527 street improvement project.
- E. The City and the District have determined that it will be most convenient and cost-effective to replace the water lines and the master meter vault ("the Project") as part of the SR527 street-widening project, rather than as a separate project.
- F. The District and the City desire, in this Memorandum of Agreement, to identify their respective responsibilities relating to the design the Project.

A G R E E M E N T

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms of this Memorandum of Agreement.

1. Project Description. The District and the City, pursuant to the responsibilities as described and allocated in this Memorandum intend to cooperate and undertake the design of the following project:

Replacement of the District's existing twelve-inch-diameter cast iron water line with ductile iron pipe, from the vicinity of 132nd Street SE to the vicinity of 122nd Street SE (approximately 3,000 feet in total).

Installation of certain vault and plumbing improvements near the intersection of SR 527 and 132nd Street SE, which will accommodate the future relocation of Master Meter No. 3.

The overall objective is to prepare construction documents including plans, quantity estimates, opinions of cost and specifications for the replacement of the described water line. It is assumed that the water line replacement will be designed concurrently with the SR527 Widening Project and that all meetings will be held concurrently with the SR527 Widening Project. The plans and specifications will be produced in metric units to provide consistency with the SR527 roadway-widening project. The plans and specifications will meet or exceed the Silver Lake Water District as well as the City Of Everett standards. The plans will also follow a style similar to the WSDOT format for utility improvements and shall be attached as a tied bid item for the final documents.

The Washington State Department of Transportation (WSDOT) will manage the construction of the Project, in conjunction with the larger improvement of SR 527 between 112th Street and 132nd Street. The District will, therefore, separately contract with WSDOT for the construction of the Project.

2. Project Funding. Funding for the design of the Project shall be provided by the District. The estimated cost of the design is Thirty one thousand Dollars (\$31,000.00). The design work will be performed by Perteet Engineering under contract with the City. The City will invoice the District for the whole and actual cost of the Project design; provided that the charges invoiced to the District directly relate to the improvements under the District's jurisdiction. Payments made by the District to the City shall not exceed \$31,000.00 without prior written approval by the District.

3. Project Design. The City shall prepare the final, detailed design engineering for the Project, in accordance with City standards and specifications and in the WSDOT format. The District shall have final design review approval.

4. Financial Administration. During preparation of the final, detailed design engineering and specifications, the City will invoice the District for the design costs. The District will make payments to the City within thirty (30) days of receipt of the invoice(s) described above. The

City shall not charge the District for any engineering design or administrative support services provided by City employees or other staff.

5. Audits And Inspections. The records and documents with respect to all matters covered by this Memorandum of Agreement shall be subject to inspection, review or audit by the City or the District during the term of this Memorandum of Agreement and for three (3) years after its termination.

6. No Third Party Rights. Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Memorandum of Agreement, or to form the basis for any liability on the part of the City or the District, or their officials, employees, agents or representatives, to any party not a signatory to this Memorandum of Agreement.

7. Notices. All notices pursuant to this Memorandum of Agreement shall be given in writing and delivered by U.S. mail or delivered in person to the following:


Silver Lake Water District
Attn: General Manager
Silver Lake Water District
2210 132nd Street
Mill Creek, WA 98012-5615

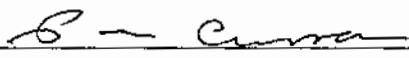
City of Everett
Attn: Dave Davis, P.E.
City Engineer
3200 Cedar Street
Everett, WA 98201

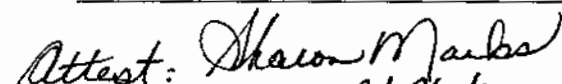
WHEREFORE, the Silver Lake Water District and the City of Everett have executed this Agreement on the dates set forth below.

CITY OF EVERETT

SILVER LAKE WATER DISTRICT

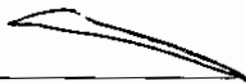

By: Frank E. Anderson
Its: Mayor
Dated: _____


By: _____
Its: General Manager
Dated: 12-27-02

Attest: 
City Clerk

Approved As To Form:

Approved As To Form:



City Attorney

District Attorney

MARK T. SOINE