

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF
BURIEN, AND NORMANDY PARK**

**FOR PLANNING, FUNDING AND IMPLEMENTATION OF
THE HIGHLINE HEALTHY CITIES COALITION**

This Interlocal Agreement ("Interlocal") is made and entered into pursuant to Chapter 39.34 RCW by and between the City of Burien ("Burien"), a Washington municipal corporation, and the City of Normandy Park ("Normandy Park"), a Washington municipal corporation, hereinafter referred to as "the Cities", to provide for the City of Normandy Park's involvement in the planning and implementation of an advisory committee to be known as the Highline Healthy Cities Coalition ("HHC Coalition" or "HHCC").

WHEREAS, the Cities (hereinafter referred to as "the Coalition Partners") have agreed to coordinate and collaborate with respect to planning and implementation of an advisory group concerning health promotion and active living for the benefit of the citizens of their respective jurisdictions; and

WHEREAS, the Cities have determined that it would be in the best interests of the citizens of their respective jurisdictions if the Cities were to make the most efficient use of their resources by cooperating to improve the overall health of their citizens and students; and

WHEREAS, Burien has received a federal grant, administered by Seattle-King County Public Health, for supporting these efforts to plan and coordinate policy development to promote healthy eating and active living in their communities, known as the *Communities Putting Prevention to Work* (CPPW) Grant; and

WHEREAS, Normandy Park is identified as a sub-recipient of the aforementioned federal grant, to support its involvement in the work of the Coalition; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington, provides for interlocal cooperation between governmental agencies, and authorizes the Coalition Partners to engage in cooperative efforts which result in more efficient use of government resources;

NOW THEREFORE, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

1. Purpose: The purpose of this Interlocal is to set up a cooperative arrangement between the Cities that will strengthen the inter-jurisdictional planning in the Highline area. This Interlocal Agreement will increase the capacity for coordinated policy development in these Cities to improve the health of residents.
2. Responsibilities and Scopes of Work:
 - A. Duties of Both Cities:

- i. Work to formalize and actively participate in the HHC Coalition, collaborating with the Highline School District and the other HHCC member cities to make policy, systems and environmental changes to increase opportunities for physical activity and to improve nutritional status of disadvantaged residents and students.
- ii. Participate as appropriate in HHCC- and CPPW- related meetings, which provide guidance to CPPW consultants proposing local modifications of model policies and assist in education of policymakers on potential changes.
- iii. Participate as appropriate in HHCC- and CPPW- related meetings, which facilitate the development and adoption of non-motorized components of the transportation plans being developed by HHCC member cities, with an emphasis around infrastructure improvements within close proximity to schools.
- iv. Participate in HHCC- and CPPW- related meetings, which examine the development of land use patterns and zoning which encourage walking and biking.
- v. Participate as appropriate in HHCC- and CPPW- related meetings, which examine the development of policies, economic incentives and/or land use patterns and zoning, which encourage consumption of healthy food and/or reduced consumption of unhealthy food.
- vi. Participate as appropriate in HHCC- and CPPW- related meetings or workgroups, which examine policies concerning programs that serve or offer food for the purpose of developing and adopting nutrition guidelines.
- vii. Participate as appropriate in HHCC- and CPPW- related meetings or workgroups, which examine nutritional standards, policies and food procurement systems in City owned and operated facilities.
- viii. Participate as appropriate in HHCC- and CPPW- related meetings or workgroups, which examine the development and implementation of joint use agreements between the Cities and Highline School District.
- ix. Maintain required documentation regarding the CPPW Grant Project and maintain accounts and financial records that properly reflect transactions related to this Interlocal.
- x. Be responsible for all monies paid pursuant to this Interlocal.
- xi. Be responsible for the supervision of staff and consultants.
- xii. Review and pay invoices for any services rendered pursuant to this Interlocal.

B. The City of Burien's Duties and Scope of Work:

- 1) Duties and Responsibilities as identified in Section 2A.
- 2) Serve as fiscal agent for the City of Normandy Park in order to facilitate its participation as a member of the HHC Coalition.
- 3) Using funds from the City's CPPW grant, pay the City of Normandy Park up to a maximum of \$10,000 for time and expenses associated with staffing support for Normandy Parks' involvement in CPPW- and HHCC-related work.
- 4) Contract and act as the fiscal and administrative agent with the Seattle-King County Public Health Department to implement the *Communities Putting Prevention to Work* Grant Program (as set forth in the attached Exhibit A).

C. The City of Normandy Parks' Duties and Scope of Work:

- 1) Duties and Responsibilities as identified in Section 2A.

- 2) Submit monthly invoices for reimbursement of staffing costs and other expenses associated with Normandy Park's involvement in CPPW- and HHCC-related work.
3. Duration. This Interlocal shall become effective upon execution by the Cities and shall remain in effect through March 31, 2012.
4. Termination. Either party may terminate this Interlocal without cause by giving the other party thirty days written notice. The terminating party shall remain fully responsible for meeting its funding responsibilities and other obligations established by this Interlocal through the end of the calendar year in which such notice is given.
5. Contacts. The Cities stipulate that the following persons shall be the contacts for their respective jurisdictions:

<u>City</u>	<u>Contact</u>
Burien	Community Development Management Analyst, currently Dori Babcock 400 SW 152nd Street, Suite 300 Burien, WA 98166 (206) 248-5529; DoriB@burienwa.gov
Normandy Park	Planner, currently Nisha Rohila 801 SW 174th Street Normandy Park, WA 98166 (206) 248-7603; NishaR@ci.normandy-park.wa.us

6. Notices. Any notices required to be given by the Cities shall be delivered at the addresses set forth above in Section 5. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 5. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

7. Indemnification.

Each City agrees to indemnify the other from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for breach of contract, property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Interlocal.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any agent or employee against the another member of the Coalition.

8. Insurance. Each City shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the

event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self-insurance shall provide coverage equal to or greater than that required of non-self insurance pool member Cities.

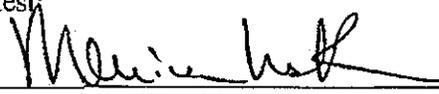
9. Filing. A copy of this Interlocal shall be filed with the City Clerks of the City of Burien and the City of Normandy Park and with the King County Auditor.
10. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington.
11. Confidentiality. Information regarding a City obtained by another party in performance of this Interlocal shall be considered confidential to the fullest extent allowable under the law. In the event that a Coalition receives a public records request for records covered by or related to this Interlocal or the CPPW Grant, each party agrees to provide the other party 7 days notice prior to release of any records.
12. General Provisions. This Interlocal contains all of the agreements of the Cities with respect to any matter covered or mentioned in this Interlocal. No provision of this Interlocal may be amended or modified except by written agreement signed by the Cities. No City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other City. Subject to the foregoing term, this Interlocal shall be binding upon and inure to the benefit of the Cities' successors in interest, heirs and assigns. Any provision of this Interlocal, which is declared invalid or illegal, shall in no way affect or invalidate any other provision. In the event any of the Cities defaults on the performance of any terms of this Interlocal or any City places the enforcement of this Interlocal in the hands of an attorney, or files a lawsuit, each City shall pay all its own attorneys' fees, costs and expenses. Failure of the Cities to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. This Interlocal may be executed in any number of counterparts, each one of which shall be considered an original.
13. Equal Opportunity to Draft. The Cities have participated and had an equal opportunity to participate in the drafting of this Interlocal. No ambiguity shall be construed against any City upon a claim that that party drafted the ambiguous language.

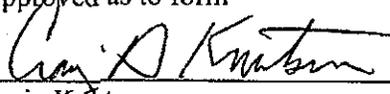
IN WITNESS WHEREOF, the undersigned have executed this Interlocal Agreement on the date indicated.

CITY OF BURIEN

BY: 
Mike Martin, City Manager

Date: 10/19/10

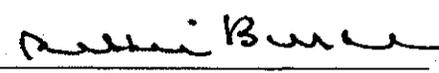
Attest:

Monica Lusk, City Clerk

Approved as to form

Craig Knutson,
Burien City Attorney

CITY OF NORMANDY PARK

BY: 
Doug Schulze, City Manager

Date: 10/27/10

Attest:

Debbie Burke, City Clerk

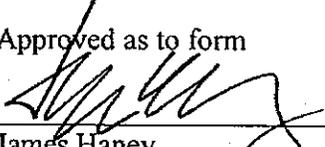
Approved as to form

James Haney,
Normandy Park City Attorney

EXHIBIT A

**INSERT CCPW SCOPE OF WORK
FROM BURIEN**

Exhibit A – City of Burien Scope of Work

Introduction: The City of Burien will complete this scope of work supported by a Communities Putting Prevention to Work (CPPW) Healthy Eating Active Living grant from Public Health – Seattle & King County (PHSKC). The goals of CPPW HEAL are to support schools, local governments and communities to reduce overweight and obesity rates by increasing healthy eating and physical activity through policy, system and environment changes.

The policy, system or environment change(s) City of Burien agrees to implement with the CPPW grant funding include:

- Increase access to opportunities for physical activity
- Increase access to healthy food and/or decrease access to unhealthy food for residents
- Limit unhealthy food and drink availability in City of Burien facilities and/or programs

Tasks and Deliverables: City of Burien will conduct the following tasks and produce associated deliverables to achieve outcomes associated with the above goals.

Project Outcome 1: City of Burien has successfully participated in the Healthy Highline Communities (HHC) Coalition to coordinate with surrounding communities to improve access to physical activity and healthy foods.

Task 1.1: The City of Burien will work to formalize and actively participate in the HHC Coalition collaborating with the Highline School District and the cities of SeaTac, Des Moines, and Normandy Park to make policy, systems and environmental changes to increase opportunities for physical activity and to improve nutritional status of disadvantaged residents and students.

Deliverables:

- a) Designate an elected representative to actively participate on the HHC Coalition.
- b) Hire and designate staff resources to support Burien's facilitation of the HHC Coalition.
- c) Provide a complete work plan developed by the Coalition members which identifies initiatives to improve policies, systems and environmental changes in the Highline School District and the involved communities.
- d) Provide meeting minutes for HHC Coalition meetings
- e) Submit a list of active Coalition members to PHSKC
- f) Implement the identified initiatives and messages to improve access to physical activity and healthy foods in the HHC Coalition communities and Highline School District.
- g) Provide a memo to PHSKC which identifies mechanisms to sustain the Coalition beyond the grant period.

Completion Date: March 12, 2012

Task 1.2: The City of Burien will serve as fiscal agent for the City of Normandy Park in order to facilitate its participation as a member of the HHC Coalition.

Deliverables:

- a) Provide a draft Inter-local Agreement for Normandy Park – outlining participation responsibility in HHC Coalition.

- b) Provide a signed Inter-local Agreement contract with Normandy Park including a budget and final scope of work.

Completion Date: September 27, 2012

Project Outcome 2: City of Burien has actively supported policy, systems and environmental changes that result in increased mobility on bicycle and foot for the most at risk populations in the City, with an emphasis on school-age children.

Task 2.1: Provide guidance to CPPW consultants proposing local modifications of model policies to and assist in education to policymakers on potential changes.

Deliverables:

- a) Designate an internal liaison to facilitate the consideration of a complete streets ordinance as part of the TMP planning process and work with CPPW consultants to assist in the local modifications of a model complete streets ordinance, including organization of at least 3 key city staff (i.e. civil engineers, transportation) to participate in a half day workshop. (May 30, 2011)
- b) Designate an internal liaison to work with CPPW consultant to assist in the local modifications and inclusion of level of service criteria amendments in the TMP, including organization of at least 3 key city staff (i.e. civil engineers, transportation) to participate in a half day workshop. (May 30, 2011)
- c) Present findings of workshop and TMP planning efforts with respect to a potential local Complete Streets Ordinance and level of service criteria, developed with City staff, to City Manager and relevant staff to determine the appropriateness of presenting it to City Council; provide a summary of the determination. (by May 30, 2011)

Task 2.2: Facilitate the development and adoption of the non-motorized components of the citywide Transportation Master Plan (TMP), including an update to the City's already-adopted Bicycle and Pedestrian Master Plan, with an emphasis around infrastructure improvements within close proximity to schools.

Deliverables:

- a) Provide name of consultant /firm(s) selected by City to work on the City of Burien's TMP.
- b) Designate a representative to actively participate on the "Built Environment Sub-Committee" and "Safe Routes to Schools Sub-Committee" of the CPPW Coalition and attend related workshops. Provide a record of attendance and summary of contribution.
- c) Facilitate and lead a regularly scheduled TMP technical advisory committee composed of city departments (Public Works, Traffic, Police, Planning, etc.) and stakeholders (staff from adjacent cities, HOA, business owners, Bicycle Alliance of Washington and/or, Cascade Bicycle Club, PHSKC representatives, CPPW consultants selected to provide technical assistance with respect to bicycle /pedestrian planning elements, etc.). Provide a list of attendees, their affiliation, and meeting minutes.
- d) Following customary City procedures, present preliminary plans to appropriate council committees for review and feedback. City will involve PHSKC and other associated technical resources when useful. After such customary review with Council committees or city commissions, provide a summary of comments and suggestions to the HHC Coalition, consultants and PHSKC. Involve PHSKC and other technical resources as needed in review presentations.

- e) Bicycle Alliance of Washington would be invited to participate in local non-motorized transportation planning to provide feedback on Safe Routes to Schools project prioritization and education in Highline School District.
- f) Adopt a TMP that includes an updated Bicycle and Pedestrian Master Plan.
- g) In concert with HHC Coalition partners and PHSKC, support the production of a Highline cities bicycle and pedestrian map and Safe Routes to Schools maps.

Completion Date: January 15, 2012

Task 2.3: Allocate funding for the implementation of priority projects.

Deliverables:

- a) Provide a record of proposed and actual changes to existing Capital Improvements Program and revisions to codes based on adoption of TMP and updated Bicycle and Pedestrian Master Plans.

Completion Date: February 31, 2012

Task 2.4: Partner in the development of land use patterns and zoning which encourage walking and biking

Deliverables:

- a) Provide to PHSKC any existing land use policies, community visions or goals related to compact development, transit oriented development, new urbanism, form based-code, etc.
- b) Provide existing Comprehensive Plan and sub-area plans to PHSKC.
- c) Seek technical assistance and/or recommendations from PHSKC and/or their consultants on draft comprehensive plan update materials which encourage active living.
- d) Present HHC Coalition findings and preliminary plans to Planning Commission and City Council at least once to receive feedback and direction. Provide a summary of comments/suggestions.

Completion Date: January 15, 2012

Project Outcome 3: City of Burien has actively supported policy, systems and environmental changes that result in increased access to healthy food for the most at risk populations in the City, with an emphasis on school-age children.

Task 3.1: Partner in the development of policies, economic incentives and/or land use patterns and zoning which encourage consumption of healthy food and/or reduced consumption of unhealthy food.

Deliverables:

- a) Provide CPPW consultant available existing land use policies, community visions or goals related to community gardens, p-patches, farmers markets, economic development, urban farming and/or food establishments.
- b) Seek technical assistance from PHSKC and/or their consultants on draft policies or plans which increase access to healthy food.

- c) Present HHC Coalition findings and preliminary plans to Planning Commission and City Council at least once to receive feedback and direction. Provide a summary of comments/suggestions.
- d) If designated as a high priority areas, provide the name and contact information of an internal liaison from the HHC Coalition to consult with the University of Washington's Northwest Center for Livable Communities with respect to possible policy, systems and/or environmental changes which can be considered by the HHC Coalition that might serve to increase access to healthy foods and physical activity for residents in the city of Burien and surrounding communities.

Completion Date: September 15, 2011

Project Outcome 4: City of Burien has actively supported policy, systems and environmental changes that result in the adoption of nutritional standards in City owned and operated facilities and healthy food procurement policies across departments.

Task 4.1: Create a HHC Coalition workgroup composed of staff actively engaged in programs that serve or offer food to develop and adopt nutrition guidelines

- a) Submit a list of with staff membership, affiliation and approximate number of individuals served by establishment represented.
- b) Submit a HHC Coalition workgroup work plan to PHSKC.

Completion Date: June 30, 2011

Task 4.2: Develop acceptable nutritional standards

- a) If necessary, consult with PHSKC staff or their consultants on the development of nutritional standards in City owned and operated facilities and healthy food procurement policies.
- b) Complete and provide an assessment of food service in the following areas:
 - Procured by the City for employees and the general public (e.g. in cafeteria settings or food provided at meetings/events).
 - Food procured by the City and offered in meal and or snack programs that the City oversees and/or contracts for (e.g. jails, hospitals, child care, after-school, camps).
 - Sold in vending machines located on City property.
- c) Submit a work plan to PHSKC which addresses all or some of the above areas.

Completion Date: October 1, 2011

Task 4.3: Implement nutritional standards policies and food procurement systems in City owned and operated facilities.

- a) Determine whether current food contracts meet new standards.
- b) If needed, negotiate new contracts with food suppliers or sign contracts with new suppliers which meet nutritional standards.
- c) Provide a summary report to PHSKC with nutritional standards, compliance plan and sustainability.

Completion Date: February 1, 2012

Project Outcome 5: City of Burien has actively supported the development and adoption of joint use agreements

Task 5.1: Form an effective partnership to develop, adopt and implement joint use agreements.

- a) Provide a list of membership for a HHC Coalition "joint use taskforce" with partners in the Highline School District, etc.
- b) Provide a model joint use agreement to PHSKC and HHC Coalition partners for review.
- c) Produce a work plan and timeline for adoption of joint use agreements (include sites, population served and activities).
- d) Provide signed copies of joint use agreements.

Payment: Upon receipt and acceptance of deliverables, *City of Burien* will be reimbursed for costs incurred based on tasks completed.