

**INTERLOCAL AGREEMENT BETWEEN
THE PUYALLUP SCHOOL DISTRICT, PIERCE COUNTY
AND THE CITY OF EDGEWOOD FOR THE PROVISION OF SANITARY SEWER
SERVICE TO NORTHWOOD
ELEMENTARY SCHOOL**

THIS AGREEMENT is entered into this day by and between the Puyallup School District (herein known as the "District"), Pierce County (herein known as the "County"), and The City of Edgewood (herein known as the "City").

WHEREAS, the City incorporated on February 28, 1996; and

WHEREAS, the City is in the process of preparing its first comprehensive plan; and

WHEREAS, through the comprehensive planning process, the City will determine where it is appropriate for growth and development to occur within its boundaries; and

WHEREAS, the City Council of the City of Edgewood desires that sewer service not be extended or installed until such time as the City has completed its comprehensive planning process; and

WHEREAS, Pierce County operates a sanitary sewer utility which includes a sanitary sewer line located within Taylor Way East (also known as 16th Street East); and

WHEREAS, the Puyallup School District owns and operates the Northwood Elementary School located within the City at 9805 24th Street East, which disposes of its waste by directing its effluent unto a large holding tank which is pumped and trucked for disposal on a regular basis; and

WHEREAS, the Puyallup School District desires to connect its Northwood Elementary School to a permanent sanitary sewer system to alleviate the need to regularly pump the holding tanks serving the school; and

WHEREAS, connection of Northwood Elementary would require the installation of a sewer line that would traverse over private property and within the City's right-of-way to a connection point in Taylor Way East; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ORIGINAL

47-025

SECTION 1. The district shall design and construct, at its own cost, an 8" sanitary sewer line to serve its Northwood Elementary School property. The City hereby authorizes the District and the County to utilize a portion of the City right-of-way within which to locate the sewer line. The routing of the sewer line, including that portion of right-of-way to be utilized, based on preliminary engineering drawings is shown in Exhibit "A" attached hereto and incorporated herein by this reference. This authorization is further conditioned by the terms outlined below:

- A. The District shall be responsible for obtaining all plan and permit approval from the County in order to connect to the County's sanitary sewer line in Taylor Way East.
 - 1. All plans must be reviewed and approved by the City prior to submittal to the County for approval.
 - 2. The County shall consult with the City on all matters pertaining to the placement of lines within the City right-of-way and road restoration.
- B. This agreement shall apply to the provision of sanitary sewer service to Northwood Elementary School property only, and shall in no way be construed to apply to any other property near or adjacent to Northwood, except as provided for in this agreement.
 - 1. Provided that the district shall not permit any other property owners to hookup to their private side sewer.
 - 2. Provided that nothing in this agreement shall prevent the School District from hooking up the new Edgemont Junior High to their private side sewer.
- C. Sanitary sewer service shall be provided only in accordance with plans developed by a licensed engineer and approved by the County and after payment of all relevant fees and connection charges to the County.
- D. The Puyallup School District shall assume responsibility for all costs associated with the connection of sewer service to Northwood Elementary School property, including all County permit fees, connection charges, and construction and engineering costs associated with installing the pipeline, and pretreatment facilities such as a grease interceptor or acid neutralizers; provided that

1. Nothing shall preclude the District from executing a latecomers' agreement in accordance with the provisions of this agreement in order to recoup a portion of the expenses associated with installing the line from subsequent property owners who may utilize the sanitary sewer main;
2. The City shall incur no expense associated with this agreement.

E. As the area within which the District property is located may fall within the sanitary sewer service area of the City of Puyallup and the City of Puyallup has no sewer facilities within this area, the District will assist the County in obtaining the written consent of the City of Puyallup for the County to provide sanitary sewer service to the District property.

SECTION 2. Nothing in this agreement shall preclude the County from approving requests from individual property owners to connect to the sanitary sewer line installed by the District, PROVIDED that all of the following conditions have been met:

- A. Any associated land use or right-of-way use permit application request has been reviewed and approved by the City.
- B. The request is to serve an existing single family residence whose septic system has failed and cannot be repaired or replaced in accordance with Tacoma-Pierce County Health Department standards, or the request is for side sewer service to serve a newly constructed single family residence located on property within 300' from the sanitary sewer line as depicted in exhibit A.
 1. Provided that nothing in this agreement shall be construed to permit the extension of sanitary sewer service to new construction beyond this 300' limitation.
- C. The request to connect to sewers is entirely voluntary. No involuntary connections, other than those mandated by the Health Department due to health risks associated with failed systems, shall be required.
- D. All engineering and construction costs and connection charges associated with connecting the property to sewers will be borne by the party seeking connection.

SECTION 3. CITY WILL GRANT A LIMITED FRANCHISE. The City of Edgewood hereby confers to Pierce County a franchise to use City right-of-way for

purposes of maintaining and operating the sewer line to be installed by the District within the City right-of-way and for other purposes as outlined in this agreement.

SECTION 4. TERM OF THE AGREEMENT. This agreement shall become effective upon signature by all parties, and shall remain in effect as long as Northwood Elementary School remains in service, provided that this agreement shall become null and void if construction has not commenced by January 1, 1999. This agreement may be modified by mutual agreement of all parties.

SECTION 5. INDEMNIFICATION AND DEFENSE. The City shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the City, its officers, employees or agents associated with this Agreement. In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the County, the City or both, the County shall satisfy the same including all chargeable costs and attorney's service charges.

The County shall defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the County, its officers, employees, or agents associated with this agreement. In executing this agreement, the County does not assume liability or responsibility for, or release the City from, any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of City ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

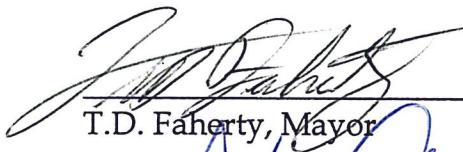
SECTION 6. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

SECTION 7. NO THIRD PARTY BENEFICIARY. The County does not intend by this agreement to assume any contractual obligations to anyone other than the City, and the City does not intend by this agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend that there be any third-party beneficiary to this agreement.

SECTION 8. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 9th day of December, 1997

EDGEWOOD

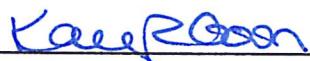


T.D. Faherty, Mayor



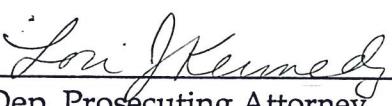
Stephen L. Anderson, City Manager

PIERCE COUNTY



Karen Goon
Department Director

11/14/97
Date



Lori Kennedy
Dep. Prosecuting Attorney
(As to form only)

11/18/97
Date



P. Kenny
Budget and Finance

12/8
Date



Leanne F. McLean
Executive Director

12/19
Date

County Executive
(if over \$50,000)

Date

PUYALLUP SCHOOL DISTRICT

By: Mindy Thompson

Its: President of the Board