

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF EDGEWOOD AND  
PUYALLUP SCHOOL DISTRICT NO. 3 FOR  
OPERATION OF SCHOOL ZONE FLASHING SAFETY BEACONS  
LOCATED WITHIN THE CITY OF EDGEWOOD**

**THIS MEMORANDUM OF UNDERSTANDING** (“Agreement”) is between the City of Edgewood, a municipal corporation (the “City”) and Puyallup School District No. 3, a Washington municipal corporation (the “District”).

**WHEREAS**, in an effort to improve pedestrian safety and driver awareness, the City has purchased replacement flashing beacons for all school zones located within the City;

**WHEREAS**, the City has installed ten sets of flashing beacons (“Beacons”) at two elementary schools and one junior high school operated by the District within the City limits, each set including two beacons and a solar panel, in conjunction with a 20 MPH speed limit sign indicating enforced when “Lights Flashing”;

**WHEREAS**, motor vehicle driver awareness of the Beacons increases when such Beacons are activated at set times during the school day rather than continuously throughout a school day;

**WHEREAS**, the District has the technological network capability (“Network”) to program specific times when the Beacons would be activated;

**WHEREAS**, in the interests of improved pedestrian safety, and the continued effective and efficient enforcement of traffic laws, both parties desire to continue having the Beacons flash at set times during the school day;

**WHEREAS**, the City and the District desire that this Agreement generally outlines the roles and responsibilities of each party pertaining to the operation of the Beacons, each party recognizing, however, that circumstances and/or responsibilities may arise that are not covered by this Agreement;

**BASED ON THE FOREGOING**, the City and the District agree as follows:

1. **Location of Beacons.** This Agreement pertains to Beacons owned and installed by the City in the following school safety zones located in the City: Northwood Elementary, Mt. View Elementary, and Edgemont Junior High. This Agreement also covers, without the necessity of an Amendment to this Agreement, any Beacons which may be installed by the City in the future that the parties mutually agree, in writing through the parties identified in Section 7 below, would be operated by the District’s Network, so long as they are compatible with the District’s Network.

**2. Operation of Beacons.**

**2.1** Except for the City's maintenance responsibility as set forth under Section 3 below, the District shall be responsible for the operation of the Beacons as set forth under Section 1 above, consistent with any state and local laws to the extent applicable to the District's responsibility under this Agreement.

**2.2** The Beacons shall generally be activated and flashing, at the sole discretion of the District, on school days and at times consistent with each school's (described under Section 1 above) bell schedule and calendar (hereinafter "District's Bell Schedule"). The parties recognize and acknowledge that changes to the dates and times will occur based upon District needs and circumstances. Prior to the commencement of the school year, the District shall annually provide the City with a written Bell Schedule for each school (described under Section 1 above) and shall notify the City of any such changes within a reasonable period of time of such change. A "reasonable period of time" shall typically be no fewer than 48 hours in advance of the change, except in cases of emergency. The District acknowledges and assumes any and all responsibility and liability arising from exercising such discretion. Following any schedule change, the District shall be solely responsible for verifying the Beacons are operating in accordance with the aforementioned schedule, and shall notify the City in the event the Beacons require maintenance per Section 3 below.

**3. Maintenance of Beacons.** The City shall provide all routine and ordinary maintenance of the Beacons. In the event of the occurrence of any extraordinary circumstance or discovery of any circumstance by the District requiring the need for repair of the Beacons, the District shall provide written notice of such need for repair of the Beacons. The City shall endeavor to diagnose and/or troubleshoot the subject Beacon(s) within five (5) working days of receiving notice, then report to the District with the anticipated remedy and schedule such repair if additional work is required. The parties shall use their best efforts to communicate with each other regarding the need for any such repairs and the timeline for any such repair work.

**4. Term of Agreement.** Either party may terminate this Agreement by giving the other party notice as provided in this section. Notice of termination must be given at least ninety (90) days in advance of termination. Notice shall be in writing and shall be deemed delivered to the party as set forth and at the address identified in Section 7.

**5. Mutual Indemnification.** The City and the District each agree to indemnify, defend, and hold harmless the other and its successors in interest, its principals, agents and assigns, for, from and against all awards, judgments or other assessments for liability, loss, damages, costs and expenses, or other remedies, including but not limited to attorney's fees and costs, that arise or have as their origin any claims or demands for personal injury, property damage, death or any tort, or any claim of any kind or nature whatsoever, to the extent that such claim or demand arises from or in any way relates to the Agreement.

6. **Authority to Enter Agreement.** Each party to this Agreement attests and warrants that it has the authority to enter this Agreement and to fulfill all the terms and conditions contained herein.

7. **Notices.** All notices provided for herein may be delivered by overnight courier service, mailed registered or certified mail, return receipt requested, or transmitted via electronic mail. If a notice is sent via overnight courier, it shall be deemed delivered upon the next business day. If a notice is mailed, it shall be considered delivered three (3) days after deposit in such mail. If a notice is sent via electronic mail, it shall be deemed delivered upon receipt of verification of transmission. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

7.1 **CITY:**

City of Edgewood  
Attn: Jeremy Metzler, Public Works Director  
2224 104<sup>th</sup> Avenue East  
Edgewood, WA 98372  
[jeremy@cityofedgewood.org](mailto:jeremy@cityofedgewood.org)

7.2 **DISTRICT:**

Puyallup School District  
Attn: Brian Devereux, Director of Facilities Planning  
302 2<sup>nd</sup> St SE  
Puyallup, WA 98372  
[deverebj@puyallup.k12.wa.us](mailto:deverebj@puyallup.k12.wa.us)

8. **Disputes, Venue, and Attorney's Fees.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. In any action brought to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorney's fees incurred by the prevailing party.

9. **Nonwaiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements; and the same shall be and remain in full force and effect.

10. **Construction.** This Agreement shall not be construed more favorably to one party over another, notwithstanding the fact one party, or its attorney, may have been more responsible for the preparation of the document.

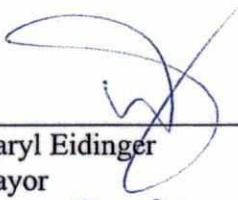
11. **Complete Agreement.** This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence and communication between the parties with respect to the operation of school zone flashing safety beacons.

12. **Amendments.** Except as described under Section 1, no amendment, alteration, change or modification to this Agreement will be effective unless it is in writing and properly signed by the parties hereto.

13. **Effective Date.** The effective date of this Agreement shall be the date of the last party's signature to this Agreement.

IN WITNESS WHEREOF, this Agreement is made as of the day and year set forth above.

CITY OF EDGEWOOD



By: Daryl Eidinger

Its: Mayor

Dated: 18 AUGUST 2021

PUYALLUP SCHOOL DISTRICT



By:

Its: Superintendent

Dated: 8-27-2021

Approved as to form:



Ann Marie Soto, City Attorney

**RESOLUTION NO. 21-0589**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
EDGEWOOD, PIERCE COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF EDGEWOOD AND THE PUYALLUP SCHOOL  
DISTRICT NO. 3 FOR SCHOOL ZONE BEACONS.**

**WHEREAS**, in an effort to improve pedestrian safety and driver awareness, the City has purchased replacement flashing beacons for all school zones located within the City; and

**WHEREAS**, the City has installed ten sets of flashing beacons ("Beacons") at two elementary schools and one junior high school operated by Puyallup School District No. 3 (the "District"); and

**WHEREAS**, motor vehicle driver awareness of the Beacons increases when such Beacons are activated at set times during the school day rather than continuously throughout a school day; and

**WHEREAS**, the District has the technological network capability to program specific times when the Beacons would be activated; and

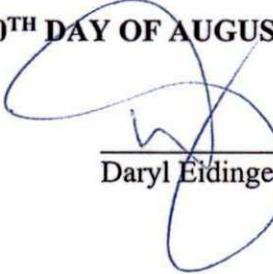
**WHEREAS**, in the interests of improved pedestrian safety, and the continued effective and efficient enforcement of traffic laws, the City and the District desire to enter into an agreement for the District to operate the Beacons;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD,  
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Agreement Authorized.** The Mayor is hereby authorized to execute the Memorandum of Understanding between the City and Puyallup School District No. 3, attached hereto and incorporated herein as Exhibit A.

**Section 2. Effective Date.** This resolution will take effect immediately upon passage by the City Council.

**ADOPTED THIS 10<sup>TH</sup> DAY OF AUGUST, 2021**

  
Daryl Eidinger, Mayor

ATTEST:

  
\_\_\_\_\_  
Rachel Pitzel, CMC

City Clerk