

May 19, 2009

Mr. Ron Speers
District Manager
Soos Creek Water and Sewer District
P.O. Box 58039
Renton, Washington 98058-1039

RECEIVED
JUN 10 2009
CITY OF AUBURN
WASHINGTON

MODIFICATION OF SERVICE AREA DETERMINED IN 2001 INTERLOCAL AGREEMENT

Re: Service Area Adjustment

Dear Mr. Speers,

This letter shall serve as a letter agreement between Soos Creek Water and Sewer District and the City of Auburn concerning a modification to our respective sewer service areas as established in the March 21, 2001 Interlocal Agreement between our two agencies. Exhibit A of that agreement showed four parcels and a portion of another within Soos Creek's service area which Auburn now believes it will be able to more effectively serve in the near future. Item number eleven (11) of the agreement makes provision for Auburn's Director of Public Works and Soos Creek's District Manager to, on a case by case basis, agree to allow one party to provide service in an area designated for the other "based on considerations of economic efficiency."

As shown on the attached map, a developer within the City of Auburn's service area is currently constructing a sewer extension which partially lies in 124th Avenue SE. Based on the location of the line and the terrain in the area, it appears that, once that portion of the system is complete, the parcels in question could be served by relatively short extensions of the City's system

Please review the map, which shows the parcels to be served by Auburn, and, if you agree, please sign in the space below and on the enclosed drawing and return both documents to me at the above address, or in the enclosed self-addressed stamped envelope. If you disagree, or desire a change to the map, please contact me at (253) 931-3023 or our Sewer Utility Engineer, Bob Elwell, at (253) 931-4008. Thank you for your help in this matter.

Sincerely,


Dennis Bowdy
Public Works Director
City of Auburn

DRD/rce/jr

Enclosures

cc: Robert Elwell, Sewer Utility Engineer

June 30, 2009

SOOS CREEK WATER & SEWER DISTRICT
ATTN: DARCI MCCONNELL
14616 SE 192ND ST
PO BOX 58039
RENTON WA 98058-1039

RE: Interlocal agreement

Dear Darci,

Enclosed you will find a copy of the signed exhibit for the interlocal agreement between our agencies.

If you have any further questions please call me at 253-931-4008.

Thank you,



Robert Elwell
Sewer Utility Engineer
City of Auburn

RECEIVED
JUN 30 2009

PARCELS 042105-9054,
-9038, AND -9039 TO
BE SERVED BY AUBURN

SOOS CREEK WATER AND
SEWER DISTRICT SEWER
SERVICE AREA

MOUNTAIN VIEW
HIGH SCHOOL

PARCEL 0421059064
TO BE SERVED BY
AUBURN

SEWER EXTENSION
CURRENTLY UNDER
CONSTRUCTION BY
PRIVATE DEVELOPER

PARCEL 0421059076
WHICH IS SPLIT BY THE
BOUNDARY SHOWN ON
THE EXHIBIT IN THE 2001
AGREEMENT, TO BE
SERVED BY AUBURN

CITY OF AUBURN SEWER
SERVICE AREA

SERVICE AREA BOUNDARY
PER THE 2001 INTERLOCAL
AGREEMENT

1"=200'

REVISIONS TO EXHIBIT A—SERVICE AREAS

THIS MAP REPRESENTS REVISIONS TO THE SERVICE
AREAS ESTABLISHED IN THE 2001 INTERLOCAL
AGREEMENT BETWEEN THE CITY OF AUBURN AND THE
SOOS CREEK WATER AND SEWER DISTRICT.

APPROVED BY:

[Signature]
SOOS CREEK WATER AND SEWER DISTRICT

6/12/09
DATE

[Signature]
CITY OF AUBURN

6/30/09
DATE

**SOOS CREEK WATER AND SEWER DISTRICT and
CITY OF AUBURN INTERLOCAL AGREEMENT FOR THE
ESTABLISHMENT OF
SANITARY SEWER SERVICE BOUNDARIES**

THIS AGREEMENT, made and entered into this 21st day of March, 2001, by and between the **SOOS CREEK WATER AND SEWER DISTRICT**, a Washington municipal corporation (hereinafter referred to as "Soos Creek"), and the **CITY OF AUBURN**, a Washington municipal corporation, (hereinafter referred to as "Auburn"), both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, pursuant to RCW 35A.11.040, Auburn has the legal authority to exercise its powers and perform any of its functions as set forth in RCW 39.34; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn has the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Auburn has the legal authority to maintain a sewerage system; and

WHEREAS, pursuant to RCW 57.08.044, Soos Creek has the legal authority to provide sewer service to property owners in areas outside existing district boundaries; and

WHEREAS, pursuant to RCW 57.08.044, Soos Creek has the legal authority to enter into contracts with any municipal corporation for the purpose of providing sewer service to those property owners outside the existing district boundaries, and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, Auburn desires new development within it's Potential Annexation Area to complete a Pre-annexation agreement with Auburn prior to receiving a certificate of sanitary sewer availability; and

WHEREAS, portions of the Soos Creek sanitary sewer system have been sized and are situated so as to be capable of affording sewer service to a portion of Auburn's Potential Annexation Area; and

WHEREAS, Auburn has evaluated and determined it is not cost feasible to provide sewer service to those properties located within Auburn's Potential Annexation Area adjacent to Soos Creek's sanitary sewer infrastructure; and

WHEREAS, the parties desire to allow Soos Creek to construct, reconstruct, repair and maintain sewer facilities as necessary, and to authorize connections for service to noted areas, or portions thereof; and

WHEREAS, Soos Creek's sewer service to these areas will provide for maximum efficient use of existing and future facilities together with orderly and efficient sanitary sewer planning.

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. **Sewer Service Area.** The parties have agreed to a permanent sewer service area boundary between them. The boundary is graphically depicted on the map attached hereto as Exhibit "A", which is by this reference incorporated herein. Both parties further agree that Soos Creek in providing sewer service to the area shown on Exhibit "A", as "Area To Be Served By Soos Creek", shall be furnishing sewer service to properties within Auburn's Potential Annexation Area. Soos Creek shall provide service in accordance with and subject to the terms and conditions of this Agreement.

2. **Service Area Responsibility.** Auburn shall have responsibility to provide sanitary sewer service to the area(s) on Auburn's side of the respective service area boundaries as delineated by this agreement, whether or not annexed to Auburn, and subject to such reasonable conditions and terms of service as Auburn deems appropriate. Soos Creek shall have responsibility to provide sanitary sewer service to the area(s) on Soos Creek's side of the respective service area boundaries as delineated by this agreement, whether or not annexed to Auburn, and subject to such reasonable conditions and terms of service as Soos Creek deems appropriate. Auburn hereby gives consent to Soos Creek for such service within Soos Creek's corporate boundaries as they presently exist, or as they may be modified in the future by annexation. Soos Creek shall be responsible for obtaining all necessary governmental franchises, approvals, easements and permits for the installation of said sewerage system within their delineated boundary.

3. **Sewer Availability Certificates.** Both parties acknowledge that Auburn may exercise planning jurisdiction over territory to which it will not provide sanitary sewer service in accordance with this agreement. Auburn hereby agrees that its planning shall be for sanitary sewer service to be provided by Soos Creek in those areas shown in Exhibit "A" as Soos Creek's service area; provided, however, that commencing on March 1, 2001, Soos Creek sewer availability certificates for all

service areas to be served by Soos Creek within Auburn and/or Auburn's Potential Annexation Area (PAA) in accordance herewith, shall be issued to applicants for sewer service only through Auburn.

4. Soos Creek Comprehensive Sewer Planning Area. The terms of this agreement will be included as an element of Soos Creek's Comprehensive Sewerage Plan. Soos Creek will submit to Auburn all Comprehensive Sewerage Plans thereto involving area and/or system improvements within Auburn's planning area. The Comprehensive Sewerage Plans and amendments shall be in compliance with Auburn's Standards for sanitary sewer service within Auburn and/or Auburn's PAA, except where preexisting facilities may differ from Auburn's standards. As facilities are replaced or as new facilities are planned and constructed within Auburn and/or Auburn's PAA, they shall conform to Auburn's service and facility standards for sanitary sewer service then in effect.

5. Auburn Comprehensive Plan. The terms of this agreement will be included as an element of the sewerage portion of Auburn's Comprehensive Plan, and Soos Creek's Comprehensive Plan.

6. Future Annexations. Each of the parties agree that Soos Creek shall provide sanitary sewer service to the areas shown in Exhibit "A" without regard to the present corporate limits of the parties, and without regard to future corporate limits as they may be amended by annexation to either party.

7. Reliance. Each party hereto acknowledges that the terms hereof will be relied upon by the other in its comprehensive planning to meet the needs of the service area designated herein.

8. Liability. Neither party to this agreement shall be liable for any failure or interruption of service in the service area of the other party, as designated herein, except as may be specifically caused by the other party.

9. Government Approvals. The parties will give notice of the adoption of this Agreement to Metropolitan/King County, to the Department of Ecology, to the Department of Health, and to any other agency with jurisdiction or mission relevant to the terms hereof, and shall cooperate and assist in all reasonable manner in procuring any necessary approvals hereof by those agencies.

10. Boundary Review Board. In the event that implementation of the terms hereof results in permanent sewer service to areas that will be outside the respective service boundaries of Soos Creek or Auburn, the parties will at the time of such service jointly seek approval of the King County Boundary Review Board in accordance with R.C.W. 36.93.090.

11. Service Amendments. Any changes to the service areas described herein shall be by mutual agreement. Each party may give permission to the other on a case-by-case basis to provide service by one party into the other party's adjacent or nearby service area based upon considerations of economic efficiency for providing the service with mutual consent of Auburn's Director of Public Works and Soos Creek's District Manager.

12. Alteration, Amendment, Modification, or Termination. Soos Creek and Auburn hereby reserve the right to alter, amend modify or terminate the terms and conditions of this Agreement upon consent of both Parties given in writing.

13. Indemnification and Hold Harmless. Each Party hereto agrees to protect, defend, and indemnify the other Party, its officers, officials, employees and agents from any and all cost, claims judgements and/or awards of damages, arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this agreement, by the Party, its employees, subcontractors or agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

In the event either Party incurs any costs including attorney fees to enforce the provisions of this article and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.

The provisions of this section shall survive the expiration or earlier termination of this agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

14. Dispute Resolution. In the event that any dispute arises between the Parties, either Party may request in writing that the issue in dispute be resolved by Mediation and, if necessary, binding Arbitration. In the event the matter cannot be resolved by the mediation process then it shall go promptly to binding Arbitration with no right of appeal. Arbitration shall be by the American Arbitration Association, or by such other entity as the Parties agree.

15. Sanctity of Agreement. This agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and there are no other representations or oral agreements other than those listed herein, which vary the

terms of this agreement. Future agreements may occur between the parties to transfer additional or future service areas by mutual agreement.

16. Obligation Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either Soos Creek or Auburn regarding provision of sewer service, except as specifically set forth herein.

SOOS CREEK WATER AND SEWER DISTRICT

Approved by Resolution No. 2141-S of the Soos Creek Water and Sewer District, Washington, at its regular meeting held on the 21st day of March, 2001.

By:



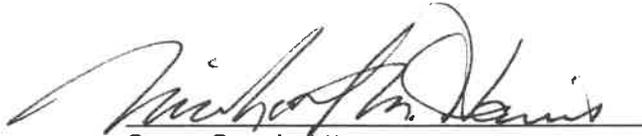
President of Board
Karen L. Webster

Attest:



Secretary of Board
Philip W. Sullivan

Approved as to form:



Soos Creek Attorney
Michael M. Hanis

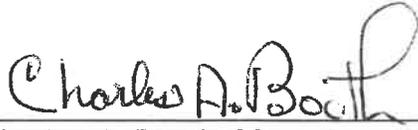
CITY OF AUBURN

Approved by Resolution No. 3321 of the City of Auburn, Washington, at its regular

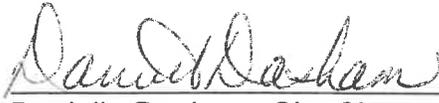
meeting held on the 20th day of February, 2001.

By:

Attest:



Charles A. Booth, Mayor



Danielle Daskam, City Clerk

Approved as to form:



Michael Reynolds, City Attorney

February 2, 2001



JUNE 2000

EXHIBIT "A"

CITY OF AUBURN / SOOS CREEK WATER & SEWER DISTRICT INTERLOCAL AGREEMENT

PROPOSED SEWER SERVICE PLANNING AREAS

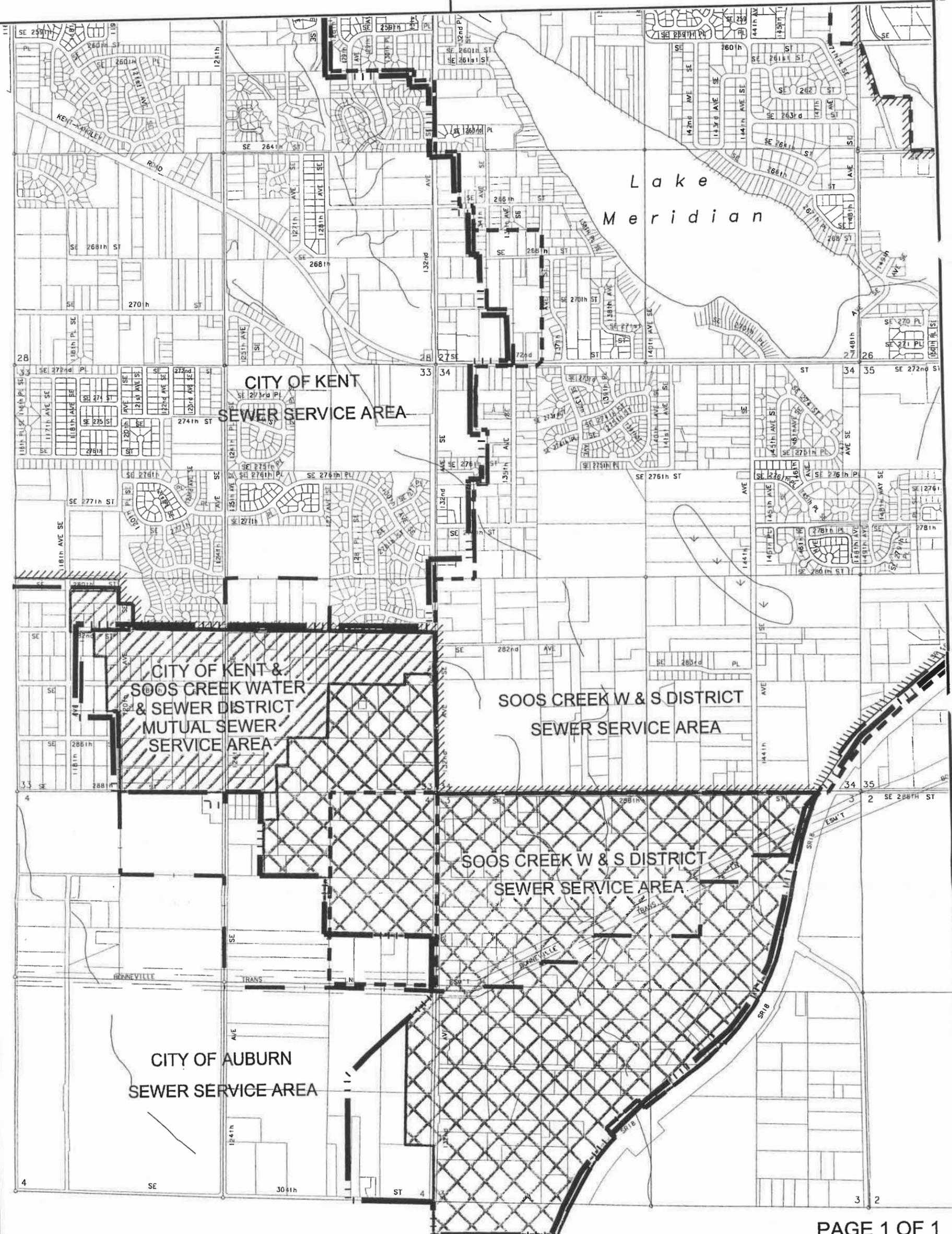
LEGEND

-  SCWSD CORPORATE BOUNDARY
-  SCWSD SEWER PLANNING AREA BOUNDARY
-  CITY OF KENT CORPORATE BOUNDARY
-  CITY OF AUBURN SEWER SERVICE AREA BOUNDARY
-  SEWER SERVICE DIVISION LINE

APPROVAL

[Signature]
SOOS CREEK W & S DISTRICT

[Signature]
CITY OF AUBURN



RESOLUTION NO. 3321

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER SERVICE BOUNDARIES BETWEEN THE CITY OF AUBURN AND THE SOOS CREEK WATER AND SEWER DISTRICT.

WHEREAS, pursuant to RCW 35A.11.040, Auburn has the legal authority to exercise its powers and perform any of its functions as set forth in RCW 39.34; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn has the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Auburn has the legal authority to maintain a sewerage system; and

WHEREAS, pursuant to RCW 57.08.044, Soos Creek Water and Sewer District has the legal authority to provide sewer service to property owners in areas outside existing district boundaries; and

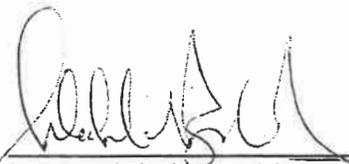
WHEREAS, pursuant to RCW 57.08.044, Soos Creek Water and Sewer District has the legal authority to enter into contracts with any municipal corporation for the purpose of providing sewer service to those property owners outside the existing district boundaries.

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Michael J. Reynolds,
City Attorney