

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

THIS AGREEMENT, made and entered into this 2nd day of MARCH, 1999, by and between the **CITY OF KENT**, a Washington municipal corporation, hereinafter referred to as "the City", and **SOOS CREEK WATER AND SEWER DISTRICT**, a Washington municipal corporation, hereinafter referred to as "the District", both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, both the City and the District are public agencies authorized by law and qualified to engage in furnishing sanitary sewer service within their prescribed areas; and

WHEREAS, it is in the public interest for the parties herein to enter into an agreement to provide for the efficient planning and development of sewer services in areas which may be served by either, or both, of the parties herein; and

WHEREAS, determining future service area boundaries between the City and the District will provide for maximum efficient use of existing and future facilities, and orderly and efficient sanitary sewer system planning.

NOW, THEREFORE:

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

1. **Sewer Service Areas.** The parties have agreed on their ultimate sewer service areas, which are depicted on the map attached hereto as Exhibit "A". The City shall provide sewer service in those areas shown on Exhibit "A" as "City of Kent Sewer Service Area", and the District shall provide sewer service in those areas shown on Exhibit "A" as "Soos Creek Water and Sewer District Sewer Service Area".
2. **Planning Areas.** The planning area for the City of Kent as shown on Exhibit "A" is hereby acknowledged by the District. Both parties acknowledge that the City may exercise planning jurisdiction over territory to which it will not provide sanitary sewer service. The City

hereby agrees that its planning shall be for sanitary sewer service to be provided by the District in those areas shown on Exhibit "A" as the District's service area.

3. Future Annexations. Each of the parties hereto 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 annexations to either party. Each party hereto hereby gives the consent to the other party for such service within its corporate boundaries as they presently exist, or as they may be modified in the future by annexation.

4. District Comprehensive Sewer Planning. The terms of this Agreement will be included as an element of the District's Comprehensive Sewerage Plan. The District will submit to the City all Comprehensive Sewerage Plans and amendments thereto involving area and/or system improvements within the City's planning area. The Comprehensive Sewerage Plans and amendments shall be in compliance with the City's requirements for service within the City's corporate boundaries, except where pre-existing facilities may differ from the City's requirements. As facilities are replaced by the District, or as new facilities are planned and constructed within the City's corporate boundaries, they shall conform to the City's technical standards then in effect.

5. City Comprehensive Plan. The terms of this Agreement will be included as an element of the sewerage portion of the City's Comprehensive Plan.

6. Reliance. Each party hereto acknowledges that the terms hereof will be relied upon by the other in its comprehensive planning; commitments to provide sewer service; bonding or other financing; and timing, location and construction of capital facilities to meet the needs of the service areas designated herein. More particularly, the District's Kent Relief Sewer Interceptor Project is in pursuit of the terms hereof.

7. Governmental 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.

8. Boundary Review Board. In the event that implementation of the terms hereof results in permanent sewer service to areas that will be outside the boundaries of the City or the District, 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.

9. **Service Amendments.** Changes to the service areas described herein shall be by mutual agreement only; provided, however, that each party may give staff level 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 efficiency and economy in providing the service.

10. **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.

11. **Obligations Intact.** Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either the City or the District regarding provision of sewer service, except as specifically set forth herein.

Approved by Ordinance No. MC 0000 of the City Council of the **CITY OF KENT**, Washington, at its regular meeting held on the 14th day of NOVEMBER, 19 14.

CITY OF KENT

By: [Signature]

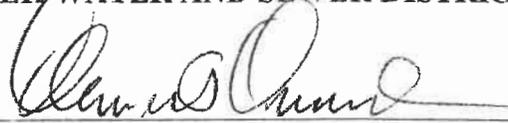
Title: Mayor

Attest: Brenda Jacober
City Clerk

Approved by Resolution No. 1232-S of the Board of Commissioners of SOOS CREEK WATER AND SEWER DISTRICT of King County, Washington, adopted at its regular meeting held on the 2nd day of November, 1994.

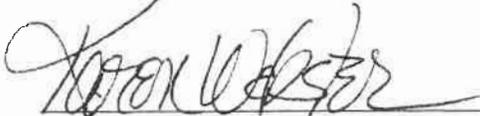
SOOS CREEK WATER AND SEWER DISTRICT

By:



Clement Quanrud, President of Board

By:



Karen Webster, Secretary of Board

