

RESOLUTION NO. 329

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERIM INTERLOCAL AGREEMENT WITH THE CITY OF FIRCREST TO PROVIDE FOR EXTENSIONS OF FIRCREST'S SANITARY SEWER SERVICE SYSTEM WITHIN A PORTION OF UNIVERSITY PLACE

WHEREAS, the University Place City Council desires to allow for sanitary sewer service within those portions of University Place which can be served by the City of Fircrest sanitary sewer service system; and

WHEREAS, certain portions of University Place can be served by the Fircrest sanitary sewer system while the two cities develop a final plan; and

WHEREAS, City of Fircrest staff have concurred with the interim Interlocal Agreement for such services, attached hereto as Exhibit A, and the Fircrest staff will present the Interlocal Agreement to the Fircrest City Council upon approval of the University Place City Council; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. The City Manager or his designee is authorized to execute the interim Interlocal Agreement with the City of Fircrest providing for extensions of the Fircrest sanitary sewer service system within a portion of the City of University Place, in substantially the form attached hereto as Exhibit A.

Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this Resolution are ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OCTOBER 15, 2001.


Lorna Smith, Mayor

ATTEST:


Catrina Craig, City Clerk

AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FIRCREST, WASHINGTON, AND
THE CITY OF UNIVERSITY PLACE, WASHINGTON,
PROVIDING FOR EXTENSIONS OF THE FIRCREST
SANITARY SEWER SERVICE SYSTEMS WITHIN
A PORTION OF THE CITY OF UNIVERSITY PLACE

WHEREAS, the CITY OF UNIVERSITY PLACE (“University Place”) granted a franchise for sanitary sewer service to the CITY OF FIRCREST (“Fircrest”) by Ordinance No. 314, enacted in June 2001; and

WHEREAS, Fircrest and University Place wish to enter into an interim agreement regarding the operation and maintenance of new sanitary sewer facilities located within University Place, constructed by the City of University Place, owned by University Place, and connected as extensions to the City of Fircrest sanitary sewer collection system; and

WHEREAS, Fircrest and University Place wish to enter into an interim agreement providing for billing to and revenue collection from University Place residents whose sanitary sewer service is provided by newly constructed extensions to the City of Fircrest system; and

WHEREAS, Fircrest and University Place intend to develop a more comprehensive Interlocal Agreement during 2002 between the cities regarding the transfer of ownership of certain Fircrest sanitary sewer lines located within University Place; and

WHEREAS, Fircrest and University Place wish to agree on an interim framework to effectuate Fircrest sanitary sewer franchise rights within University Place: NOW, THEREFORE,

THE CITY COUNCILS OF THE CITIES OF FIRCREST, WASHINGTON, AND UNIVERSITY PLACE, WASHINGTON, RESOLVE AS FOLLOWS:

Section 1. STATEMENT OF GOVERNMENTAL AUTHORITY. Fircrest and University Place are both Optional Municipal Code cities that are authorized by RCW 35A.21.160 and RCW 35.67 to establish, operate and maintain sanitary sewer collection systems.

Section 2. PURPOSES OF THIS INTERIM AGREEMENT. The purposes of this Interlocal Agreement are twofold:

- (A) Providing for the operation and maintenance of new sanitary sewer facilities located within University Place, constructed by the City of University Place, owned by University Place, and connected to the City of Fircrest sanitary sewer collection system; and

- (B) Providing for billing to and revenue collection from University Place residents whose sanitary sewer is transported to the City of Fircrest system.

Section 3. DURATION. The duration of this Interlocal Agreement shall be for three (3) years, or shorter, if replaced by a longer term Interlocal Agreement or amended by mutual consent.

Section 4. FINANCING. The purposes of this Interlocal Agreement shall be effectuated by funds expended by University Place, or an authorized agent, to construct sanitary sewer extensions to the City of Fircrest sewer collection system. In addition, Fircrest shall be entitled to revenues collected from customers served within University Place. Fircrest shall use such sums for the purpose of operating and maintaining the system. Specifically:

- (A) University Place, with prior consent granted by Fircrest, may design and construct sanitary sewer facilities that are connected to the Fircrest sanitary sewer system.
- (B) Such facilities shall be constructed at the exclusive expense of the City of University Place or its authorized agents.
- (C) The City of Fircrest agrees to operate and maintain these facilities as its utility expense.
- (D) The City of Fircrest may retain all revenues generated by service fees associated with the provision of sanitary sewer service billed to residents within University Place.
- (E) The City of Fircrest shall be authorized to discontinue service to customers within University Place in the event of non-payment.
- (F) The City of University Place will incorporate into the design of new sanitary sewer systems features or facilities that permit discontinuance of service to individual customers.
- (G) All customers within University Place served by the Fircrest sanitary sewer collection system shall be deemed to be customers of the City of Fircrest.

Section 5. ADMINISTRATION The City Managers of both jurisdictions shall meet from time to time to review the performance of each party to this Agreement. Each city shall be responsible for processing all necessary permits to effectuate a sanitary sewer hook-up. Provided, however, the City of University Place shall not grant any permission to hook-up to the University Place system without Fircrest's prior approval and payment by customers to University Place of any sewer line latecomers or connection fee.

Section 6. NO AGENCY RELATIONSHIP BETWEEN PARTIES. Each party shall be solely responsible for the conduct and performance of its own employees. In no event shall an officer, employee or agent of one city be considered an agent of the other.

Section 7. TERMINATION. In the event of the termination of this agreement, all real property owned by each party shall remain the exclusive property of that party. No joint ownership of real or personal property is contemplated by this agreement. All accounts receivable for sanitary sewer collection and treatment services shall remain the property of the City of Fircrest.

Section 8. NO THIRD PARTY BENEFICIARY. This Interlocal Agreement is exclusively for the benefit of the Cities of Fircrest and University Place. No Third Party Beneficiaries are intended to be created by this Agreement. No person may claim any right or cause of action arising out of this Agreement.

Section 9. FILING. Upon execution of this Interlocal Agreement by both parties, the City Clerk of the City of University Place shall record this Interlocal Agreement with the Pierce County Auditor, as provided by law. A copy of the recorded Interlocal Agreement shall be provided at no expense to the City Clerk of Fircrest.

AGREED TO THIS _____ DATE OF _____, 2001.

CITY OF FIRCREST

CITY OF UNIVERSITY PLACE

Susan Clough
City Manager

Robert Jean
City Manager

ATTEST:

ATTEST:

Rick Rosenblatt
City Clerk

Catrina Craig, CMC
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael B. Smith
City Attorney

Timothy X. Sullivan
City Attorney