

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF PACIFIC AND THE CITY OF SUMNER  
FOR SANITARY SEWER, WATER, AND STORMWATER SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 8<sup>TH</sup> day of November, 2021 by and between the City of Pacific, a municipal corporation of the State of Washington ("Pacific") and the City of Sumner, a municipal corporation of the State of Washington ("Sumner") (collectively "Parties" or individually a "Party") for the purposes set forth herein.

**RECITALS**

WHEREAS, Sumner is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes; and

WHEREAS, Pacific is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes; and

WHEREAS, Burr W. Mosby owns real property located at 5621 A St SE and 5635 A St SE within the City limits of Pacific, in the State of Washington, identified as King County Tax Parcel Nos. 362104-9016 and 362104-9077, and as legally described as set forth on Exhibit 1, attached hereto and incorporated by reference ("Mosby Property").

WHEREAS, the Mosby Property is within the public works service area of the City of Pacific, but the nearest connection to Pacific's facilities available to the Mosby Property would require an extension under (or over) the White River, including critical area(s) and shoreline; and

WHEREAS, SeaPort-Land LLC, A Washington limited liability company, owns real property directly adjacent to the Mosby property and within the City limits of Sumner ("Tarragon Property") and has agreed to allow the Mosby property to connect to Sumner facilities through the Tarragon Property; and

WHEREAS, Sumner's Public Works Department provides sanitary sewer, municipal water, and stormwater services within Sumner's utility service areas and is willing to, and capable of providing the Mosby Property with sanitary sewer, municipal water, and stormwater services; and

WHEREAS, based on the potential construction impacts to critical areas and the substantial costs associated with a proposed connection between the Mosby Property and Pacific's utility infrastructure, it is economically and technologically inefficient for Pacific to provide sanitary sewer service to the Mosby Property; and

WHEREAS, both Sumner and Pacific strive to provide the most efficient means of providing sanitary sewer, water, and stormwater services to their residents and ratepayers; and

WHEREAS, pursuant to RCW 35.92.170 and 35.67.310, a code city may permit a connection with its water or sanitary sewer services beyond its corporate limits on terms and conditions as may be prescribed by ordinance, and evidenced by an agreement between the city and owner; and

WHEREAS, the owner of the Mosby Property has stated an interest in connecting to Sumner's facilities; and

WHEREAS, the Parties agree that Sumner would be best able to provide sanitary sewer, water, and stormwater services for the Mosby Property; and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34 authorizes municipalities to contract with each other for the provision of local government services; and

WHEREAS, the City of Pacific approved a zoning amendment, rezoning the Mosby Property from Residential Open Space (RO) to Light Industrial (LI) with a Manufacturing Industrial Center (MIC) Overlay zone. The amendment is set forth in Exhibit 2 attached hereto and made a part of as though fully set forth at length; and

WHEREAS, changes to water and sewer service areas are subject to review by the Washington State Department of Health under chapter 70A.100 RCW, and prior to this Agreement's entry into force, changes to Sumner's and Pacific's water service area must be approved by the Washington State Department of Health and any other entity with jurisdiction.

WHEREAS, the extension of water or sewer facilities outside of the boundaries of a city, and the reduction of a service area are both subject to review by the Boundary Review Board under chapter 36.93 RCW, and prior to entry into force this Agreement must be approved by both the Pierce and King County Boundary Review Boards.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the terms and condition herein, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement
2. **Provision of Services.**

A. The purpose of this Agreement is to provide for sanitary sewer, water, and stormwater services to the Mosby Property through connection to Sumner's facilities.

B. Pacific authorizes Sumner to provide sanitary sewer, water, and stormwater services for the Mosby Property, identified as King County Tax Parcel Nos. 362104-9016 and 362104-9077, and as legally described as set forth on Exhibit 1, located within Pacific's corporate boundaries.

C. Sumner agrees to do all things necessary and/or appropriate to provide sanitary sewer, water, and stormwater services for the Mosby Property located within Pacific's jurisdiction, including but not limited to the procurement of any necessary approvals for the extension of services into the City of Pacific and King County, Washington to provide these services.

D. Pacific agrees to do all things necessary and/or appropriate to remove the Mosby Property from its service area so as to enable Sumner to provide services, including but not limited to receiving any necessary permissions from the King County Boundary Review Board.

E. As the designated provider of public works services, Sumner shall process all permits and approvals required for sanitary sewer, water, and stormwater service connection and/or operation, and shall be entitled to all system development costs and other fees associated with the development of the Mosby Property.

F. The Mosby Property shall at all times and in perpetuity be a Sumner sanitary sewer, water, and stormwater customer and subject to Sumner's rates and charges, including connection charges. Sumner shall bill the Mosby Property directly for services.

3. **Water System Plans.** Sumner and Pacific shall amend their respective Water System Plans to reflect the change in service area. Sumner and Pacific will both obtain approval of the amended plans from the Pierce and King County Utilities Technical Review Committee, respectively, and Washington State Department of Health. No connection to facilities shall commence prior to this approval.

4. **Boundary Review.** Sumner and Pacific will obtain approval of the service area changes from both the King County Boundary Review Board and Pierce County Boundary Review Board. No connection to facilities shall commence prior to this approval.

5. **Indemnification.**

Sumner shall indemnify, defend and hold harmless Pacific, its employees, servants, and agents from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including without limitation, attorneys' and expert witness fees) arising or growing out of or in connection with or related to, either directly or indirectly the connection to, and provision of sanitary sewer service to the Mosby Property, except to the extent such claims arise from the sole or partial negligence, error or omissions of Pacific, its employees, servants, and agents. Sumner agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or, or on behalf of, any of its employees or agents. For this purpose, Sumner, by mutual negotiation, hereby waives, as respects Pacific, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Pacific incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Sumner.

Pacific shall indemnify, defend and hold harmless Sumner, its employees, servants, and agents from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including without limitation, attorneys' and expert witness fees) arising or growing out of Pacific's sole or partial negligence, in carrying out its obligations herein. Pacific agrees that this its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or, or on behalf of, any of its employees or agents. For this purpose, Pacific, by mutual negotiation, hereby waives, as respects Sumner, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Sumner incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Pacific.

6. **Property and Financing.** No joint property is being acquired by the parties to this Agreement. No joint financing of any purchase, improvement, or activity is provided for in this Agreement and all construction shall be accomplished at no cost and expense to the City of Sumner.
7. **Compliance with Law.** Nothing in this Agreement shall be construed as excusing a Party from compliance with any applicable federal, state, or local laws and regulations. All such requirements and regulations are hereby made a condition of this Agreement. Violation of any such requirement or regulation shall constitute a breach of this Agreement by either Party.
8. **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

9. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action brought arising out of this Agreement shall be King County Superior Court, Washington.
10. **Legal Review.** This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. These parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
11. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
12. **Authority to Enter Agreement.** Each party represents and warrants that it has the full authority to enter into this Agreement, and that the individual executing this Agreement on its behalf is authorized to do so.
13. **Entire Agreement.** This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings, written or oral, between the parties. Any agreement or modification of the terms and conditions of this Agreement shall be pursuant to a written document signed by both parties.
14. **Execution.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute by tone and the same instrument.
15. **Recording and Retention.** A copy of this Agreement shall be filed with the Sumner and Pacific City Clerks and, Pacific shall record a copy with the King County Auditor.
16. **Effective Date and Termination.** This Agreement shall be effective upon execution by both parties. The Agreement shall have no termination date and remain in effect unless terminated by either party by 180 days prior written notice to the other party.
17. **Notices.** All notices required under this Agreement shall be deemed sufficient if sent in writing by U.S. Mail or by electronic mail. All notices shall be delivered to the following addresses or to any other or additional addresses as may be specified from time to time by notice to either party. Notices shall be deemed received on the day sent electronically or 3 business days after the notice is placed in the U.S. Mail.

Sumner: Mike Dahlem  
Public Works Director  
City of Sumner  
1104 Maple St.  
Sumner, WA 98390

With a copy to: Sumner City Attorney


Pacific: Jim Morgan  
Public Works Director  
City of Pacific  
100 3rd Avenue SE  
Pacific, WA 98047

With a copy to: Pacific City Attorney

IN WITNESS WHEREOF, each of the parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:


CITY OF PACIFIC


CITY OF SUMNER

  
Name: Leanne Guier  
Title: Mayor

Date: 11/18/2021


Attested to:

  
Name: Lannie Cassell  
Title: City Clerk

  
Name: William L. Pugh  
Title: Mayor

Date: 11/22/21

Attested to:

  
Name: Michelle Converse  
Title: City Clerk

Tarragon (Mosby) Comprehensive Plan Change Request – CPL21-001

Comprehensive Plan Land Use Change





November 29, 2021

City Clerk  
City of Pacific  
100 3<sup>rd</sup> Avenue SE  
Pacific, WA 98047

**RE: Interlocal Agreement**

Enclosed you will find one fully executed original of the Interlocal Agreement between the city of Sumner and Pacific regarding utilities for Mosby property.

A copy will be recorded with the Pierce County Auditor.

If you have any questions, please feel free to contact me at 253-299-5590.

Thank you,

Michelle Converse, CMC  
City Clerk

Enc.

*Rec'd  
12/1/2021*



**RESOLUTION NO. 1599  
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF PACIFIC FOR THE EXTENSION OF WATER AND STORM UTILITY SERVICES INTO THE CITY OF PACIFIC.**

**WHEREAS**, the City of Sumner and the City of Pacific seek to enter into an interlocal agreement enabling the City of Sumner to modify its water and sewer service areas and extend utilities into the City of Pacific, King County and Pacific's service area to provide utility services to a currently landlocked parcel unable to be reasonably served by the City of Pacific utilities; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City of Sumner and the City of Pacific to enter into said interlocal agreement; and

**WHEREAS**, the City of Sumner is authorized, pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, to enter into such agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:**

**Section 1. Authorization.** That the City Council hereby approves the Interlocal Agreement between the City of Sumner and the City of Pacific for the purpose of water and sewer utilities services extension, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

**Section 2.** **Corrections by City Clerk or Code Reviser.** Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

**Section 3.** **Effective Date.** This resolution shall take effect and be in force immediately upon passage by the City Council.

**ADOPTED AND APPROVED** this 15th day of November, 2021.

DocuSigned by:  
*William L. Pugh*  
65C9B3CE54AB46F  
William L. Pugh, Mayor

Approved to as form:  
DocuSigned by:  
*Andrea Marquez*  
20317410A0DD49A  
Andrea Marquez, City Attorney

Attest:  
DocuSigned by:  
*Michelle Converse*  
98A22DE679404D1  
Michelle Converse, City Clerk

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF PACIFIC AND THE CITY OF SUMNER  
FOR SANITARY SEWER, WATER, AND STORMWATER SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Pacific, a municipal corporation of the State of Washington ("Pacific") and the City of Sumner, a municipal corporation of the State of Washington ("Sumner") (collectively "Parties" or individually a "Party") for the purposes set forth herein.

**RECITALS**

WHEREAS, Sumner is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes; and

WHEREAS, Pacific is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes; and

WHEREAS, Burr W. Mosby owns real property located at 5621 A St SE and 5635 A St SE within the City limits of Pacific, in the State of Washington, identified as King County Tax Parcel Nos. 362104-9016 and 362104-9077, and as legally described as set forth on Exhibit 1, attached hereto and incorporated by reference ("Mosby Property").

WHEREAS, the Mosby Property is within the public works service area of the City of Pacific, but the nearest connection to Pacific's facilities available to the Mosby Property would require an extension under (or over) the White River, including critical area(s) and shoreline; and

WHEREAS, SeaPort-Land LLC, A Washington limited liability company, owns real property directly adjacent to the Mosby property and within the City limits of Sumner ("Tarragon Property") and has agreed to allow the Mosby property to connect to Sumner facilities through the Tarragon Property; and

WHEREAS, Sumner's Public Works Department provides sanitary sewer, municipal water, and stormwater services within Sumner's utility service areas and is willing to, and capable of providing the Mosby Property with sanitary sewer, municipal water, and stormwater services; and

WHEREAS, based on the potential construction impacts to critical areas and the substantial costs associated with a proposed connection between the Mosby Property and Pacific's utility infrastructure, it is economically and technologically inefficient for Pacific to provide sanitary sewer service to the Mosby Property; and

WHEREAS, both Sumner and Pacific strive to provide the most efficient means of providing sanitary sewer, water, and stormwater services to their residents and ratepayers; and

WHEREAS, pursuant to RCW 35.92.170 and 35.67.310, a code city may permit a connection with its water or sanitary sewer services beyond its corporate limits on terms and conditions as may be prescribed by ordinance, and evidenced by an agreement between the city and owner; and

WHEREAS, the owner of the Mosby Property has stated an interest in connecting to Sumner's facilities; and

WHEREAS, the Parties agree that Sumner would be best able to provide sanitary sewer, water, and stormwater services for the Mosby Property; and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34 authorizes municipalities to contract with each other for the provision of local government services; and

WHEREAS, the City of Pacific approved a Comprehensive Plan land use map amendment, rezoning designating the Mosby Property from Open Space to Light Industrial (LI) with a Manufacturing Industrial Center (MIC) Overlay zone. The amendment is set forth in Exhibit 2 attached hereto and made a part of as though fully set forth at length; and

WHEREAS, changes to water and sewer service areas are subject to review by the Washington State Department of Health under chapter 70A.100 RCW, and prior to this Agreement's entry into force, changes to Sumner's and Pacific's water service area must be approved by the Washington State Department of Health and any other entity with jurisdiction.

WHEREAS, the extension of water or sewer facilities outside of the boundaries of a city, and the reduction of a service area are both subject to review by the Boundary Review Board under chapter 36.93 RCW, and prior to entry into force this Agreement must be approved by both the Pierce and King County Boundary Review Boards.

#### **AGREEMENT**

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1. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement
2. **Provision of Services.**

A. The purpose of this Agreement is to provide for sanitary sewer, water, and stormwater services to the Mosby Property through connection to Sumner's facilities.

B. Pacific authorizes Sumner to provide sanitary sewer, water, and stormwater services for the Mosby Property, identified as King County Tax Parcel Nos. 362104-9016 and 362104-9077, and as legally described as set forth on Exhibit 1, located within Pacific's corporate boundaries.

C. Sumner agrees to do all things necessary and/or appropriate to provide sanitary sewer, water, and stormwater services for the Mosby Property located within Pacific's jurisdiction, including but not limited to the procurement of any necessary approvals for the extension of services into the City of Pacific and King County, Washington to provide these services.

D. Pacific agrees to do all things necessary and/or appropriate to remove the Mosby Property from its service area so as to enable Sumner to provide services, including but not limited to receiving any necessary permissions from the King County Boundary Review Board.

E. As the designated provider of public works services, Sumner shall process all permits and approvals required for sanitary sewer, water, and stormwater service connection and/or operation, and shall be entitled to all system development costs and other fees associated with the development of the Mosby Property.

F. The Mosby Property shall at all times and in perpetuity be a Sumner sanitary sewer, water, and stormwater customer and subject to Sumner's rates and charges, including connection charges. Sumner shall bill the Mosby Property directly for services.

3. **Water System Plans.** Sumner and Pacific shall amend their respective Water System Plans to reflect the change in service area. Sumner and Pacific will both obtain approval of the amended plans from the Pierce and King County Utilities Technical Review Committee, respectively, and Washington State Department of Health. No connection to facilities shall commence prior to this approval.

4. **Boundary Review.** Sumner and Pacific will obtain approval of the service area changes from both the King County Boundary Review Board and Pierce County Boundary Review Board. No connection to facilities shall commence prior to this approval.

5. **Indemnification.**

Sumner shall indemnify, defend and hold harmless Pacific, its employees, servants, and agents from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including without limitation, attorneys' and expert

witness fees) arising or growing out of or in connection with or related to, either directly or indirectly the connection to, and provision of sanitary sewer service to the Mosby Property, except to the extent such claims arise from the sole or partial negligence, error or omissions of Pacific, its employees, servants, and agents. Sumner agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or, or on behalf of, any of its employees or agents. For this purpose, Sumner, by mutual negotiation, hereby waives, as respects Pacific, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Pacific incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Sumner.

Pacific shall indemnify, defend and hold harmless Sumner, its employees, servants, and agents from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including without limitation, attorneys' and expert witness fees) arising or growing out of Pacific's sole or partial negligence, in carrying out its obligations herein. Pacific agrees that this its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or, or on behalf of, any of its employees or agents. For this purpose, Pacific, by mutual negotiation, hereby waives, as respects Sumner, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Sumner incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Pacific.

6. **Property and Financing.** No joint property is being acquired by the parties to this Agreement. No joint financing of any purchase, improvement, or activity is provided for in this Agreement and all construction shall be accomplished at no cost and expense to the City of Sumner.
7. **Compliance with Law.** Nothing in this Agreement shall be construed as excusing a Party from compliance with any applicable federal, state, or local laws and regulations. All such requirements and regulations are hereby made a condition of this Agreement. Violation of any such requirement or regulation shall constitute a breach of this Agreement by either Party.
8. **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
9. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action brought arising out of this Agreement shall be King County Superior Court, Washington.

10. **Legal Review.** This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. These parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
11. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
12. **Authority to Enter Agreement.** Each party represents and warrants that it has the full authority to enter into this Agreement, and that the individual executing this Agreement on its behalf is authorized to do so.
13. **Entire Agreement.** This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings, written or oral, between the parties. Any agreement or modification of the terms and conditions of this Agreement shall be pursuant to a written document signed by both parties.
14. **Execution.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute by tone and the same instrument.
15. **Recording and Retention.** A copy of this Agreement shall be filed with the Sumner and Pacific City Clerks and, Pacific shall record a copy with the King County Auditor.
16. **Effective Date and Termination.** This Agreement shall be effective upon execution by both parties. The Agreement shall have no termination date and remain in effect unless terminated by either party by 180 days prior written notice to the other party.
17. **Notices.** All notices required under this Agreement shall be deemed sufficient if sent in writing by U.S. Mail or by electronic mail. All notices shall be delivered to the following addresses or to any other or additional addresses as may be specified from time to time by notice to either party. Notices shall be deemed received on the day sent electronically or 3 business days after the notice is placed in the U.S. Mail.

Sumner:           Mike Dahlem  
                      Public Works Director  
                      City of Sumner  
                      1104 Maple St.  
                      Sumner, WA 98390

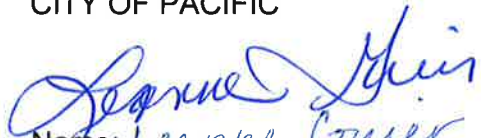
With a copy to: Sumner City Attorney

Pacific: Jim Morgan  
Public Works Director  
City of Pacific  
100 3rd Avenue SE  
Pacific, WA 98047

With a copy to: Pacific City Attorney


IN WITNESS WHEREOF, each of the parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

CITY OF PACIFIC

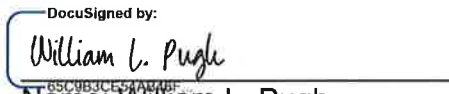
  
Name: Leanne Guier  
Title: Mayor

Date: 11/18/2021

Attested to:


  
Name: Laurie Cassell  
Title: City Clerk

CITY OF SUMNER

DocuSigned by:  
  
Name: William L. Pugh  
Title: Mayor

Date: 11/16/2021 | 6:11 PM PST

Attested to:

DocuSigned by:  
  
Name: Michelle Converse  
Title: City Clerk

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2021-790**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING  
THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE  
CITY OF SUMNER FOR UTILITY SERVICE TO KING COUNTY TAX PARCEL  
NOS. 362104-9016 AND 362104-9077**

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**WHEREAS**, the City of Pacific received a request from the owner of real property located at 5621 A St SE and 5635 A St SE within the City limits of Pacific, identified as King County Tax Parcel Nos. 362104-9016 and 362104-9077 (the "Property") for utility services to serve the parcel; and

**WHEREAS**, the Property is within the public works service area of the City of Pacific, but the nearest connection to Pacific's facilities available to the Property would require an extension under (or over) the White River, including critical area(s) and shoreline; and

**WHEREAS**, SeaPort-Land LLC, A Washington limited liability company, owns real property directly adjacent to the Property and located within the City limits of the City of Sumner and has agreed to allow the Property to connect to Sumner facilities through the neighboring parcel; and

**WHEREAS**, Sumner's Public Works Department provides sanitary sewer, municipal water, and stormwater services within Sumner's utility service areas and is willing to, and capable of providing the Property with sanitary sewer, municipal water, and stormwater services, the cost of construction borne by the Property's owner; and

**WHEREAS**, based on the potential construction impacts to critical areas and the substantial costs associated with a proposed connection between the Property and Pacific's utility infrastructure, it is economically and technologically inefficient for Pacific to provide sanitary sewer service to the Property; and

**WHEREAS**, the Interlocal Cooperation Act, RCW 39.34 authorizes municipalities to contract with each other for the provision of local government services; and

**WHEREAS**, pursuant to RCW 35.92.170 and 35.67.310, a code city may permit a connection with its water or sanitary sewer services beyond its corporate limits on terms and conditions as may be prescribed by ordinance, and evidenced by an agreement between the city and owner; and

**WHEREAS**, both Sumner and Pacific agree that Sumner would be best able to provide sanitary sewer, water, and stormwater services for the Property, subject to review and approval of the proposed connection by the Washington State Department of Health



under chapter 70A.100 RCW and the King and Pierce County Boundary Review Boards under chapter 36.93 RCW;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1. Approval and Authorization.** The City Council authorizes the Mayor to execute the Interlocal Agreement with the City of Sumner, attached hereto as Exhibit A.

**Section 2. Corrections.** The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's errors, references, resolution numbering, section/subsection numbers and any references thereto.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8th DAY OF NOVEMBER, 2021.**

CITY OF PACIFIC

  
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

  
LAURIE CASSELL, CITY CLERK

APPROVED AS TO FORM:

  
CHARLOTTE ARCHER, CITY ATTORNEY