Council Meeting: 05/05/2014
Agenda: Other Business
Item #: 8. h. (1).

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Pam Bissonnette, Interim Public Works Director
Bobbi Wallace, Surface and Waste Water Division Manager

Date: April 16, 2014

Subject: King County 2014 Amendment to Agreement for Sewage Disposal

RECOMMENDATION:

It is recommended that City Council approves the attached resolution authorizing the City Manager to sign the King County 2014 Amendment to the Basic Agreement for Sewage Disposal. Background materials and a presentation of the purpose of the amendments and benefits to Kirkland were presented to the Council at the April 15, 2014 Council meeting. No changes were requested by the Council following the briefing and Council authorized staff to bring back the agreement for approval at the May 6, 2014 Council meeting. The materials and attachments included in the May 6 packet are therefore the same as were presented on April 15th.

BACKGROUND AND DISCUSSION:

King County and the City of Kirkland entered into a long-term agreement for sewage disposal services dated May 5, 1961, which was amended for extended services on April 19, 1973, March 19, 1987 and on October 2, 1992. Unlike contracts with the Cascade Water Alliance for water supply, or King County for Solid Waste Disposal, state law authorizes wastewater flow control directly to King County Metro for sewage disposal. This was part of the legislation in the 1960's when Metro was originally established. The practical result of the legislation is that there is no exit for a member agency short of changing state law. King County Wastewater, the successor of the original Metro, does not need contracts from those whom they serve. The contracts have been primarily a financial instrument designed to provide Metro in its infancy the most favorable bond rating. Since merging with King County and receiving the County's full faith and credit behind its bonds, the contracts are not needed from a *financial* standpoint to sell bonds at the lowest cost.

However, the contracts have been a protection for the member agencies because they cover such important issues as uniformity of rates, the setting of growth charges, the limitation of infiltration and inflow into the system, and so on. In addition some agencies that host King County Wastewater facilities, as does Kirkland, have additional contract provisions that address the impacts and operations of these King County facilities.

King County has been attempting to negotiate contract extensions with member agencies for many years. A committee of staff representing the member agencies, including Seattle, has been stymied in negotiations due to competing interests of the member agencies. Kirkland was approached by King County Wastewater to proceed with a contract amendment independent of the committee process. We have spent the last six months negotiating the amendment to the basic contract before the Council.

The amendments to the basic agreement include:

- A provision to cover unforeseen costs resulting from an emergency. This actually occurred in 1999-2000 when the combination of a prolonged drought and an upheaval in the energy industry required King County Wastewater to incur power costs in excess of $10 million above its budget. King County Wastewater is limited by contract to raise rates only once a year, and must be prior to June 30th of each year. To provide for such emergencies, the emergency vote must be by two thirds of the King County Council.

- A provision that sets a connection charge for future customers at ninety-five percent of the costs to provide future customer services in combination with the rates paid by said customers.

- A provision that provides for the amendment of the terms of the sewage disposal agreement with agencies representing ninety percent of the customer base. In the past such amendment required one hundred percent agreement which was extremely difficult to obtain among thirty-five member agencies.

- A provision that if a city, like Kirkland, extends its contract in advance of other members, that city has the option of incorporating any additional terms negotiated by King County with subsequent cities into its basic agreement.

- Extension until July 1, 2056.

The following amendments are specific to the City of Kirkland:

- A provision to explore and partner on the provision of recycled water (non-potable water).

- A provision for various operational issues between the City and County such as backup power at the County's Yarrow Bay Pump Station; use of additives and technologies to remove fats, oils and grease from Kirkland's system; the potential for composting toilettes; odor control at the County's York Pump Station; and inspection of Kirkland's 72-inch stormwater outfall being used as an emergency overflow for the County Park Lane Pump Station, and bathymetry study beyond the outfall area into Lake Washington.

Attachments:
Basic Contract for KC Metro Agreement
Resolution
Amendment to KC Metro Agreement

CITY OF KIRKLAND

MUNICIPALITY OF METROPOLITAN SEATTLE

AMENDMENT TO AGREEMENT
FOR SEWAGE DISPOSAL

THIS AMENDMENT made as of the 2nd day of October, 1992 between the City of Kirkland, a municipal corporation of the State of Washington (hereinafter referred to as the "City") and the Municipality of Metropolitan Seattle, a metropolitan municipal corporation of the State of Washington (hereinafter referred to as "Metro");

WITNESSETH:

WHEREAS, the parties have entered into a long term Agreement for Sewage Disposal dated May 5, 1961, as amended (hereinafter referred to as the "Basic Agreement"); and

WHEREAS, an advisory committee composed of elected and appointed officials in the metropolitan area was appointed by the Metropolitan Council to examine the structure of Metro's charges to its participants; and

WHEREAS, said advisory committee, following extensive research, study and deliberations, has recommended certain changes in the structure of Metro's charges to its participants and implementation of said changes requires amendment of the Basic Agreement; and

WHEREAS, the parties have determined that the recommendations are in the best public interest and therefore desire to amend said Basic Agreement to implement said recommendations;

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Amendment of Section 5 of the Basic Agreement. Section 5 of the Basic Agreement is hereby amended to read as follows:

"Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the City and delivered to Metro the City shall pay to Metro on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth:

(a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter,

(b) the total number of all customers billed for local sewerage charges by such Participant as of such day, and

(c) the total water consumption during such quarter for all customers billed for local sewerage charges by such Participant other than Residential Customers.

The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of the customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,250 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences.

Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The City's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter.

2. (a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer Equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area.

(b) For the initial period until the City shall have submitted six consecutive quarterly reports, the reported number of Residential Customers and Residential Customer equivalents of the City shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the City is first delivered to Metro, the City shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the City during the

next succeeding month. For the purpose of determining the basic reported number of Residential Customers and Residential Customer equivalents of the City for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the City as of the last day of the next to the last preceding reported quarter. After the City shall have furnished six consecutive quarterly reports the reported number of Residential Customers and Residential Customer equivalents of the City shall be determined as provided in the immediately preceding subparagraph (a).

(c) If the City shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the City and such estimate shall constitute the reported number for the purpose of determining sewage disposal charges.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

(a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

(b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used

during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st; provided, however, that the monthly rate shall not be less than Two Dollars ($2.00) per month per Residential Customer or Residential Customer equivalent at any time during the period ending July 31, 1972.

(c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes.

4. The parties acknowledge that, by resolution of the Metropolitan Council, Metro may impose a charge or charges directly on the future customers of a Participant for purposes of paying for capacity in Metropolitan Sewage Facilities and that such charges shall not constitute a breach of this agreement or any part thereof. The proceeds of said charge or charges, if imposed, shall be used only for capital expenditures or defeasance of outstanding revenue bonds prior to maturity.

In the event such a charge or charges are imposed, the City shall, at Metro's request, provide such information regarding new residential customers and residential customer equivalents as may be reasonable and appropriate for purposes of implementing such a charge or charges.

5. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each

Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

6. The City irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the City. The City further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the City, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the City which shall constitute a charge upon such gross revenues. It is recognized by Metro and the City that the sewage disposal charge paid by the City to Metro shall constitute an expense of the maintenance and operation of the sewer system of the City. The City shall provide in the issuance of future sewer revenue bonds of the City that expenses of maintenance and operations of the sewer system of the City shall be paid before payment of principal and interest of such bonds. The City shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement.

<u>Section 2. Amendment of Section 6 of the Basic Agreement</u>. Section 6 of the Basic Agreement is hereby amended to read as follows:

"Section 6. Responsibility of the City. The City shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by the City, for construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

In addition, the City will undertake continual rehabilitation and replacement of its local sewage facilities for purposes of preventing, reducing and eliminating the entry of extraneous water into such facilities and will expend annually, averaged over five (5) years, an amount equal to two (2) cents per inch of diameter per foot of its local sewage facilities, excluding combined sewers and force mains, for said rehabilitation and replacement. The amount of this expenditure requirement may be increased from time to time by the Metropolitan Council to reflect general inflation. Rehabilitation and replacement projects undertaken pursuant to this section shall be constructed in accordance with criteria adopted by the Metropolitan Council and included in Metro's Rules and Regulations. In the event the City fails to comply with the rehabilitation and replacement expenditure requirements described in this section, the City shall pay such charge as may be determined by Metro for quantities of storm or ground water entering its Local Sewage Facilities in excess of the minimum standard established by the general Rules and Regulations of Metro.

Section 3. Amendment of Basic Agreement to Add a New Section. A new Section 18 shall be added to the Basic Agreement to read as follows:

"Section 18. Future Amendments. The City agrees to amend and hereby concurs in any amendment to this agreement which incorporates any changes in the terms for

sewage disposal and/or payment therefore as may be proposed by Metro and agreed to by those Participants that shall represent, in total, not less than 90% of the Residential Customers and Residential Customer Equivalents then served by the Metropolitan Sewerage System."

Section 4. Effective Date of Amendment. This amendment shall take effect at the beginning of the first quarter following the date first written above with quarters beginning January 1, April 1, July 1, and October 1.

Section 5. Basic Agreement Unchanged. Except as otherwise provided in this amendment, all provisions of the basic agreement shall remain in full force and effect as written therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF KIRKLAND

Terrence L. Ellis
City Manager

ATTEST:

City Clerk

MUNICIPALITY OF
METROPOLITAN SEATTLE

~~Gary Zimmerman~~
Chair of the Council

MAY 2 8 1992

ATTEST:

Bonnie Mattson

CITY OF KIRKLAND

MUNICIPALITY OF METROPOLITAN SEATTLE

EXTENSION OF AGREEMENT FOR SEWAGE DISPOSAL

WHEREAS, the City of Kirkland (the "City") and the Municipality of Metropolitan Seattle (the "Municipality") are parties to a certain Agreement for Sewage Disposal (the "Agreement") dated May 5, 1961, as amended, pursuant to which the City delivers to the Municipality for treatment and disposal all the sewage and industrial wastes it collects from its service area; and

WHEREAS, the Agreement expires by its terms on July 1, 2016; and

WHEREAS, it is in the best interests of the City and the Municipality that the expiration date of the Agreement be extended in order to allow the Municipality to sell and issue its sewer revenue bonds with maturities extending beyond 2016;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, it is hereby agreed as follows:

The Agreement for Sewage Disposal between the City of Kirkland and the Municipality of Metropolitan Seattle dated May 5, 1961, as amended, is hereby extended for a period of twenty years and shall continue in full force and effect until July 1, 2036.

It is further agreed that all other provisions of said Agreement shall remain unchanged, and the Agreement dated May 5, 1961, as amended, as extended herein shall constitute the entire Agreement for Sewage Disposal between the parties.

DATED: This 19th day of March, ~~1985~~ 1987

CITY OF KIRKLAND

By Doris Cooper 11-15-85
Doris Cooper, Mayor

ATTEST:

Janice J. Lewis
Deputy City Clerk

MUNICIPALITY OF METROPOLITAN SEATTLE

By Gary A. Zimmerman
Gary Zimmerman
Chairman of the Council

ATTEST:

Bonnie Mattson
Bonnie Mattson
Clerk of the Council

Executed in 6 counterparts of which this is counterpart No. 4

MUNICIPALITY OF METROPOLITAN SEATTLE

CITY OF KIRKLAND

1st SUPPLEMENTAL AGREEMENT
JOINT USE OF PORTION OF EASTSIDE INTERCEPTOR, SECTION 14

THIS AGREEMENT, made and executed as of this 19th day of June, 1973, between the CITY OF KIRKLAND, a municipal corporation of the State of Washington (hereinafter referred to as the "City"), and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington (hereinafter referred to as "Metro");

W I T N E S S E T H:

WHEREAS, the parties have heretofore entered into a long-term agreement for Sewage Disposal dated May 5, 1961 (hereinafter referred to as the "Basic Agreement"); and

WHEREAS, the parties desire to amend certain portions of the Basic Agreement to reflect changed conditions and policies; and

WHEREAS, Metro has constructed the Eastside Interceptor, Section 14 (hereinafter referred to as the "Interceptor"), to serve as a facility of the Metropolitan Sewerage System; and

WHEREAS, the City desires to use portions of the Interceptor as a Local Sewerage Facility;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Definition of Terms. The defined terms used in this contract shall have the meanings set forth in the Basic Agreement. Where manhole numbers are referred to, reference is made to Metro Contract Document 64-10, Schedule 3 for the Eastside Interceptor, Section 14, copies of which are on file with Metro and the City.

Section 2. Amendment of Basic Agreement - Delivery and Acceptance of Sewage. Section 2 of the Basic Agreement is hereby amended to read as follows:

"Section 2. Delivery and Acceptance of Sewage. The City shall deliver to Metro all of the sewage and industrial waste collected by the City and Metro shall accept the sewage and waste delivered for treatment and disposal as hereinafter provided subject to such reasonable rules and regulations as may be adopted from time to time by the Metropolitan Council. Metro shall not directly accept sewage or waste from any person, firm or private corporation which is located within the boundaries of or is delivering its sewage into the Local Sewerage Facility of the City without the written consent of the City."

Section 3. Joint Use of Portions of Interceptor. The City and Metro agree that the Interceptor between Manhole R02-71 and Manhole R02-72 shall serve as both a Metropolitan and a Local Sewerage Facility for such Participants as have authority to provide local service. The City shall have the right to make direct local connections to said sewer for which the City shall pay to Metro, before making said connection, the sum of $8.00 per front foot of property served on each side of the interceptor alignment; that is, a total of $16.00 per front foot of property served if local service is given on both sides of the Interceptor. Said amount represents the estimated cost of providing sewer service by constructing an eight-inch (8") local sewer on the same alignment as the Interceptor throughout that portion where local connections are allowed. Prior to any local connection, the City shall submit to Metro for approval a plot plan indicating the amount of frontage and property to be served, and shall

make payment to Metro of the agreed upon amount. Upon such approval and payment, the City shall own an eight-inch (8") equivalent share of the Interceptor where local service is given on both sides of the Interceptor, and one-half thereof where service is given on only one side. Local connections to the Interceptor may be made by the City in such a manner as shall be approved by Metro. The City shall hold Metro harmless from any loss, cost, charge, liability or expense resulting from or arising out of damage to the Interceptor or to the persons or property of others caused by the making of such connections or the City's failure to observe any covenant of this Agreement.

Section 4. Construction and Maintenance of Local Sewerage Facilities. The City shall construct, operate and maintain at its expense or cause others to construct, operate and maintain at their expense, and in good working order and condition, any side sewers or Local Sewerage Facilities connected to the Interceptor up to and including the tee connection. Metro shall have no responsibility for construction, operation or maintenance of such side sewers or Local Sewerage Facilities.

Section 5. Maintenance and Operation of Interceptor. Metro shall continue to operate, maintain and own all portions of the Interceptor except as otherwise expressly provided herein. The City shall have no responsibility for operation or maintenance of the Interceptor.

Section 6. Amendment to Basic Agreement - Termination. Section 12 of the Basic Agreement is hereby amended to read as follows:

> "Section 12. Effective Date and Term of Contract. This Agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect until July 1, 2016."

Section 7. Basic Agreement Otherwise Unchanged. Except as otherwise provided in this Agreement, all provisions of the Basic Agreement shall remain in full force and effect as written therein.

Section 8. Assignment. Neither of the parties hereto shall have the right to assign this agreement or any of its rights and obligations hereunder nor to terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party, and this agreement shall be binding upon and inure to the benefit of the respective successors of the parties hereto.

Section 9. Execution of Documents. This Agreement shall be executed in six counterparts, any one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF KIRKLAND

By _____
Mayor William C. Woods

ATTEST:

_____

MUNICIPALITY OF METROPOLITAN SEATTLE

BY _____
C. Carey Donworth
Chairman of the Council

ATTEST:

_____
B. J. Carol
Clerk of the Council

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 19th day of March, 1973, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William C. Woods and Tom J. Anderson, to me known to be the Mayor Dir. of Admin. & Fin, respectively, of the CITY OF KIRKLAND, the Municipal Corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Arthur E. Knutson
Notary Public in and for the State of Washington, residing at Kirkland

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 19TH day of APRIL, 1973, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared C. CAREY DONWORTH and B. J. CAROL, to me known to be the Chairman of the Council and Clerk of the Council, respectively, of the MUNICIPALITY OF METROPOLITAN SEATTLE, the municipal corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Jack A. Hakola
Notary Public in and for the State of Washington, residing at SEATTLE

Executed in 10 counterparts of which this is counterpart No. 10

AGREEMENT FOR SEWAGE DISPOSAL

THIS AGREEMENT made and executed this 5TH day of MAY, 1961, between the CITY OF KIRKLAND, a municipal corporation of the State of Washington, hereinafter referred to as the "City" and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "Metro,"

W I T N E S S E T H:

WHEREAS, the public health, welfare and safety of the residents of the City and the residents of the metropolitan area require the elimination of existing sources of water pollution and the preservation of the fresh and salt water resources of the area; and

WHEREAS, growth of population, topographic conditions and preservation of water resources require that certain major sewage disposal works be constructed and operated and that the cities and special districts within the metropolitan area dispose of their sewage in accordance with a comprehensive plan for the metropolitan area; and

WHEREAS, Metro was established by vote of the people in the metropolitan area pursuant to Chapter 35.58 RCW for the purpose of performing the function of metropolitan sewage disposal, has adopted a comprehensive plan for the disposal of sewage from the metropolitan area and intends to develop the facilities needed to carry out such plan and to issue revenue bonds to finance such development; and

WHEREAS, to carry out the purposes of Metro and perform its authorized function and to provide for the disposal of sewage from the City into the metropolitan sewage disposal system it is necessary that a contract be now entered into establishing certain rights and duties of the parties incident thereto;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, IT IS HEREBY AGREED as follows:

Section 1. Definition of Terms. The following words and phrases used in this contract shall have the meanings hereinafter set forth in this section:

(a) The words "Comprehensive Plan" shall mean the Comprehensive Sewage Disposal Plan for the metropolitan area adopted in Resolution No. 23 of the Municipality of Metropolitan Seattle and as same may be hereafter amended from time to time in the manner required by law.

(b) The words "Metropolitan Sewerage System" shall mean all of the facilities to be constructed, acquired or used by Metro as a part of the Comprehensive Plan. The Metropolitan Sewerage System shall generally include sewage disposal facilities with capacity to receive sewage from natural drainage areas of approximately one thousand acres or more. The Metropolitan Sewerage System shall thus include trunk or interceptor sewer facilities extending to a point within each tributary, and natural drainage area, where not more than one thousand acres remain to be served beyond the upper terminus of such trunk or interceptor sewer.

(c) The words "Local Sewerage Facilities" shall mean all facilities owned or operated by the Participant for the local collection of sewage to be delivered to the Metropolitan Sewerage System.

(d) The words "Metropolitan Area" shall mean the area contained within the boundaries of the Municipality of Metropolitan Seattle as now or hereafter constituted.

(e) The word "Participant" shall mean each city, town, county, sewer district, municipal corporation, person, firm or private corporation which shall dispose of any portion of its sanitary sewage into the Metropolitan Sewerage System and shall have entered into a contract with Metro providing for such disposal.

(f) The words "Residential Customer" shall mean a single family residence billed by a Participant for sewerage charges.

Section 2. Delivery and Acceptance of Sewage. From and after July 1, 1962, the City shall deliver to the Metropolitan Sewerage System all of the sewage and industrial wastes collected by it and Metro shall accept the sewage and wastes delivered for treatment subject to such reasonable rules and regulations as may be adopted from time to time by the Metropolitan Council. Metro shall not directly accept sewage or wastes from any person, firm, corporation or governmental agency which is located within the boundaries of or is delivering its sewage into the Local Sewerage Facilities of any Participant without the written consent of such Participant.

Section 3. Construction of Facilities. Metro shall construct, acquire or otherwise secure the right to use all facilities required for the disposal of sewage delivered to Metro pursuant to this Agreement and shall perform all services required for the maintenance, operation, repair, replacement or improvement

of the Metropolitan Sewerage System, including any additions and betterments thereto.

Section 4. Connection of Local Sewerage Facilities to the Metropolitan Sewerage System. Local Sewerage Facilities of the City shall be connected to the Metropolitan Sewerage System at such time as any portion of the Metropolitan Sewerage System shall be available to receive sewage collected by such facilities. Metro shall, at its sole expense, connect those Local Sewerage Facilities of the City which are now in existence or which shall be constructed in accordance with the rules and regulations of Metro prior to the availability of the Metropolitan Sewerage System. Local Sewerage Facilities constructed after the Metropolitan Sewerage System shall have been made available to the area served by such Local Sewerage Facilities shall be connected to the Metropolitan Sewerage System at the expense of the Participant in accordance with the rules and regulations of Metro.

Section 5. Payment for Sewage Disposal. For the disposal of sewage collected by the City and delivered to Metro, the City shall pay to Metro on or before the last day of each month during the term of this agreement, commencing with the month of July, 1962, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth (a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter, (b) the total number of all customers billed by such Participant as of such day and (c) the total water consumption during such

quarter for all customers billed by such Participant other than Residential Customers. The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of a customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,700 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. The first report shall cover the quarterly period ending December 31, 1960 and shall be submitted on or before March 1, 1961. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

2. To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant for each such quarterly period beginning with the July-September quarter of the year 1962. This determination shall be made by taking the sum of the actual number of Residential Customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental

agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area.

3. For the period from July 1, 1962 to December 31, 1963, the monthly rate for each Residential Customer and Residential Customer equivalent of the City shall be Two dollars ($2.00) and the monthly sewage disposal charge to be paid by each Participant to Metro shall be obtained by multiplying the number of Residential Customers and Residential Customer equivalents of the Participant as determined in subparagraph 2 of this section by the monthly rate of Two dollars.

4. For each calendar year after the year 1963, the monthly sewage disposal charge payable to Metro shall be determined as follows:

a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 4(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the

total number of Residential Customers and Residential Customer equivalents of all Participants ascertained in accordance with subparagraph 2 of this section for the October-December quarter preceding said July 1st; provided, however, that the monthly rate shall not be less than Two dollars ($2.00) per month per Residential Customer or Residential Customer equivalent at any time during the period ending July 31, 1972.

c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant determined as provided in Paragraph 2 of this section. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering those Local Sewerage Facilities which are constructed after January 1, 1961 in excess of the minimum standard established by the general rules and regulations of Metro.

5. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month during the term of this agreement commencing with the month of July 1962 and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

6. The City irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the combined water and sewerage system of the City. The City further binds itself to establish, maintain and collect rates and charges for water and for sewage disposal service sufficient to pay all costs of maintenance and operation of the combined water and sewerage system of the City, including the sewage disposal charge payable to Metro hereunder, and sufficient to pay the principal of and interest on any revenue bonds of the City which shall constitute a charge upon such gross revenue. It is recognized by Metro and the City that the sewage disposal charge paid by the City to Metro shall constitute an expense of maintenance and operation of the combined water and sewerage system of the City prior in lien to any water and sewer revenue bonds of the City to be hereafter issued. It is further recognized that the City shall have the right to fix its own schedule of water and sewerage rates and charges, provided that same shall produce revenue to meet the covenants contained in this agreement.

Section 6. Responsibility of Participant. Each Participant shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by such Participant, for the construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

Section 7. Records. Permanent books and records shall be kept by Metro of the rates established, the volumes of sewage delivered and discharged into the Metropolitan Sewerage System wherever such volumes are measured and the number of Residential Customers and Residential Customer equivalents reported by each Participant, in addition to complete books of account showing all costs incurred in connection with the Metropolitan Sewerage

System. Such records shall be maintained beginning with the commencement of operation of any part of the Metropolitan Sewerage System.

Section 8. Development of Metropolitan Sewerage System. It is contemplated that the Metropolitan Sewerage System will be developed in stages and the nature of facilities to be constructed, acquired or used and the time of such construction, acquisition or use shall be determined by Metro, it being contemplated that Metro shall ultimately provide sewage disposal service for the entire Metropolitan Area.

Section 9. Use of Facilities Owned or Operated by the City. Effective July 1, 1962, or such earlier date as may be mutually agreed upon (hereinafter called "takeover date"), Metro shall have the exclusive right to use and the duty to maintain, operate, repair and replace the facilities owned by the City which are described in Exhibit "A" attached hereto and by this reference made a part hereof, subject to the continued availability of such facilities to receive, transport or treat sewage delivered by the City. From and after the takeover date Metro shall acquire, construct, maintain, operate, repair and replace all facilities now or hereafter required for the treatment and disposal of sewage delivered by the City and the City shall make payment for such treatment and disposal as provided in Section 5 of this Agreement.

For the privilege of using the facilities described in Exhibit "A" and for the easement rights hereby granted to Metro by the City of Kirkland as described in Exhibit "B" attached hereto and by this reference made a part hereof, Metro shall pay to the City of Kirkland a total amount of One Hundred Twenty One Thousand Nine Hundred Dollars ($121,900.00) (hereinafter called "amount of reimbursement"). If the City shall construct improvements or additions to the

facilities described in Exhibit "A" with the approval of Metro after the date of this Agreement and prior to the takeover date, the City shall be reimbursed for the actual cost thereof in cash within thirty (30) days following the said takeover date in addition to the amount of reimbursement set forth above. The right of Metro to use facilities designated as "temporary" shall expire six months following the date of completion as determined by Metro of permanent metropolitan facilities adequate to replace such temporary' facilities. The City shall continue to own the facilities described in this Section 9 and shall continue to pay the principal of and interest on any bonds issued to pay in whole or in part the cost of acquisition and construction of such facilities, provided that facilities which are designated as "permanent" shall be conveyed by the City to Metro by quit claim deed upon payment of all presently outstanding revenue bonds or general obligation bonds of the City secured by or issued to acquire or construct said facilities.

The City shall give written notice to Metro prior to June 1, 1961, setting forth the manner in which the amount of reimbursement shall be paid. The City may elect to receive all or any portion of said amount in cash within thirty (30) days following the date of delivery of revenue bonds issued by Metro for the purpose of providing funds therefor and, in any event, not later than July 1, 1962 (hereinafter called "cash payment date") and may elect to receive any portion which is not paid on said cash payment date together with interest thereon at the rate of 4% per annum from said date, in the form of a credit against the City's monthly sewage disposal charge in equal monthly amounts sufficient to amortize such unpaid amount of reimbursement and interest thereon prior

to July 1, 1977. The City may at any time after the cash payment date elect to receive any unpaid portion of the amount of reimbursement in cash with interest at the rate of 4% per annum to date of final payment by giving written notice to Metro at least one year prior to the date such final payment is to be made.

Section 10. Insurance and Liability for Damages. Each Participant with a population of less than 100,000 shall secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to sewerage systems of like character against loss of or damage to the respective sewerage facilities of each and against public and other liability to the extent that such insurance can be secured and maintained at reasonable cost. Any liability incurred by Metro as a result of the operation of the Metropolitan Sewerage System shall be the sole liability of Metro and any liability incurred by the City as a result of the operation of the Local Sewerage Facilities of the City shall be the sole liability of the City.

Section 11. Assignment. Neither of the parties hereto shall have the right to assign this Agreement or any of its rights and obligations hereunder nor to terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party and this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In the event that the City should be dissolved, the local sewer facilities owned and operated by the City shall by such act of dissolution be assigned and transferred to Metro subject to any outstanding debts of the City incurred for the construction

or acquisition of such facilities and subject to the obligation of Metro to continue to provide sewer service to the residents served by such local facilities upon payment of the reasonable costs thereof.

Section 12. Effective Date and Term of Contract. This Agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect for a period of fifty years unless prior to the takeover date Metro shall not have entered into a firm commitment for the sale of revenue bonds to finance any portion of the Comprehensive Plan, then in such event only, this Agreement shall be terminated as of said date. Metro shall make every reasonable effort to secure such a commitment prior to said date.

Section 13. Notice. Whenever in this Agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
152 Denny Way, Seattle 9, Washington

City of Kirkland
Kirkland, Washington

unless a different address shall be hereafter designated in

writing by either of the parties.

The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of sewage disposal costs may be made by regular mail.

Section 14. Execution of Documents. This Agreement shall be executed in ten counterparts, any of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 15. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

Section 16. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

Section 17. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire contract between the parties concerning the disposal of sewage by the City and acceptance of such sewage by Metro for disposal.

IN WITNESS WHEREOF, the parties hereto have executed

this Agreement as of the day and year first above written.

CITY OF KIRKLAND

By _____
Byron Baggaley
Mayor

ATTEST:

_____
George A. Compton
City Clerk

MUNICIPALITY OF METROPOLITAN SEATTLE

By _____
C. Carey Donworth
Chairman of the Council

ATTEST:

_____
Maralyn Sullivan
Clerk of the Council

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 5th day of May, 1961, before me personally appeared BYRON BAGGALEY and GEORGE A. COMPTON, to me known to be the Mayor and City Clerk, respectively, of the City of Kirkland, a municipal corporation, and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ralph I. R[illegible]
Notary Public in and for the State of Washington, residing at Kirkland

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 27 day of April, 1961, before me personally appeared C. CAREY DONWORTH and MARALYN SULLIVAN, to me known to be the Chairman of the Council and Clerk of the Council, respectively, of the Municipality of Metropolitan Seattle, a municipal corporation, and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Arthur S. Shoney
Notary Public in and for the State of Washington, residing at Seattle

EXHIBIT "A"

TEMPORARY FACILITIES

FACILITY

Sewage treatment plant and associated improvements located on the following described property situated in King County, State of Washington, to wit:

Beginning at the meander corner between Sections 5 and 8, Township 25 North, Range 5 E.W.M., and running thence along section line north 89° 39' 00" east 60.15 feet; thence north 22° 21' 00" west 183.71 feet; thence north 70° 04' 15" east, 496.71 feet to the true point of beginning; thence continuing north 70° 04' 15" east, a distance of 319.13 feet; thence north 0° 21' 00" east a distance of 198.76 feet, thence south 70° 04' 15" west a distance of 319.13 feet; thence south 0" 21' 00" west, a distance of 198.76 feet to the true point of beginning.

EXHIBIT "B"

Description of Permanent Sewage Pumping Station Easement

A perpetual easement for the purpose of installing, constructing, maintaining, operating, repairing and replacing an underground sewage pumping station with all connecting sewer lines, manholes, underground power, telephone, water or other utility lines or pipelines and appurtenances thereto, together with the right of ingress and egress to said station and the right to maintain an access stairway over, upon and under the westerly 10 feet of the easement property, said easement property being located in the City of Kirkland, King County, State of Washington, and more particularly described as follows:

> Th prt of govt lot 5 sect 5 twp 25 N R 5 E W.M. daf Beg at the meander cor betw sects 5 and 8 twp 25 N R 5 E W.M.; th N 89°39'00" E alng the Sly In of sd govt lot 5 a distance of 459.32 ft to the Sly production of the Ely ln of 2nd St; th N 0°21'00" W 273.13 ft to the SEly ln of 1st Ave as cyed to the City of Kirk and by dd recdd under aud file No. 3883807 rec of sd co; th N 70°04'15" E alng sd SEly ln 95.52 ft; th N 89°39'00"E 210.99 ft to the W ln 3rd St as cyed to the City of Kirk in said deed; th N 0°21'00" W 60 ft along th W ln of said 3rd St to the true point of beginning; th S 89°21'00"W 10 ft; th N 0°21'00" W 60 ft;th N 89°39'00"E 10 ft to the W ln of said 3rd St; th N 89°39'00"E 60 ft; th S 0°21'00"E 60 ft; th S 89°31'00"W 60 ft to T.P.O.B.

reserving, however, to the city all right, title and interest which may be used and enjoyed without interfering with the easement rights herein conveyed and, in particular, to continue to use and maintain as a city street the surface of that portion of said property now used for a street following construction or repair of the pumping station thereunder and the restoration by Metro of any street improvements damaged by such construction or repair.

Council Meeting: 05/05/2014
Agenda: Other Business
Item #: 8. h. (1).

RESOLUTION R-5048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN THE 2014 AMENDMENT TO THE AGREEMENT FOR SEWAGE DISPOSAL BETWEEN THE CITY OF KIRKLAND AND KING COUNTY.

WHEREAS, King County and the City of Kirkland entered into a long-term agreement for sewage disposal dated May 5, 1961, as amended and previously extended on April 19, 1973, March 19, 1987, and October 2, 1992, (collectively referred to as the "Basic Agreement"); and

WHEREAS, the County and City have negotiated certain proposed amendments to the Basic Agreement including exploring and partnering on the provision of recycled water; and

WHEREAS, the proposed amendments further include coordination on several operational issues and steps for collaboration; and

WHEREAS, the proposed extension of the Basic Agreement, with the proposed amendments, would be for a period of 20 years or until July 1, 2056; and

WHEREAS, the Council finds that it is in the best interest of the residents of the City of Kirkland to approve the 2014 Amendment to the Agreement for Sewage Disposal;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is authorized to sign the 2014 Amendment to Agreement for Sewage Disposal attached as Attachment A to this Resolution and incorporated by reference.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2014.

Signed in authentication thereof this ____ day of _____, 2014.

_____
MAYOR

Attest:

_____
City Clerk

CITY OF KIRKLAND

KING COUNTY

2014 AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL

THIS AMENDMENT made as of the _____day of _____, 2014 between the City of Kirkland, a municipal corporation of the State of Washington (hereinafter referred to as "the City") and King County, a political subdivision of the State of Washington (hereinafter referred to as "the County");

A. WHEREAS, the County and the City have entered into a long-term agreement for sewage disposal dated May 5, 1961, as amended and previously extended on April 19, 1973, March 19, 1987 and October 2, 1992 (hereinafter collectively referred to as the "Basic Agreement"); and

B. WHEREAS, the County and City have discussed certain changes to, and a second extension of, the Basic Agreement; and

C. WHEREAS, the County and City have also agreed to coordinate on several operational issues and the steps for collaboration are outlined in Exhibit A to this Amendment. The extension of the Basic Agreement will enable the County to obtain the most favorable bond financing terms for necessary improvements to the region's wastewater treatment system and will, therefore, result in lower sewer rates and sewage treatment capacity charges for the system's ratepayers; and

D. WHEREAS, the City has agreed in principle to the County's proposed extension and amendments to the Basic Agreement which will ensure the continued provision of wastewater treatment services by the County for the benefit of the City's residents; and

E. WHEREAS, the County and the City concur that the below changes and extension of the Basic Agreement are in the best interests of the parties and the ratepayers of both the City and the County;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Amendment of Basic Agreement. Section 5.3 of the Basic Agreement is amended by adding the following new subparagraph (d). The additional charge described in this subparagraph 5.3(d) shall not be made until and unless this new subparagraph (d) is included within the sewage disposal agreements of all other Participants.

"(d) An additional charge may be made to recover unforeseen costs to operate and maintain the metropolitan sewerage system or meet debt requirements if the County Executive declares and the County Council by a supermajority vote (two thirds of members) finds that an emergency exists and the system cannot be adequately maintained, and debt requirements or debt policies met, without such additional charge. The additional charge shall then be effective no earlier than the first day of the fourth month following the emergency declaration described in this subparagraph 3(d) and shall be billed and collected in the same manner as the monthly rate referenced in subparagraph 3(c). The additional charge described in this subparagraph 3(d) may be incorporated into the next rate setting cycle but will otherwise terminate within twelve months of the effective date."

Section 2. Amendment of Basic Agreement. Section 5.4 of the Basic Agreement is amended by deleting the section and replacing it with the following:

"4. (a) The County shall impose a charge or charges (hereinafter the capacity charge) directly on the future customers of a Participant for purposes of paying for capacity in Metropolitan Sewerage Facilities. The proceeds of the capacity charge shall be used only for capital expenditures or defeasance of outstanding revenue bonds prior to maturity. The capacity charge shall be set at a level to ensure that, in combination with the monthly sewer rate described in subsection 3 above, 95 percent of the costs incurred to provide the wastewater conveyance, treatment, and biosolids capacity to serve new customers are recovered from new customers, to the fullest extent permitted by applicable law."

(b) The City shall, at the County's request, provide such information regarding new Residential Customers and Residential Customer Equivalents as may be reasonable and appropriate for purposes of implementing the capacity charge."

Section 3. Amendment of Basic Agreement. The Basic Agreement is amended by deleting Section 18 and replacing it with a new Section 18 as follows:

"Section 18. Amendments. The City agrees to amend and hereby concurs in any amendment to this agreement which incorporates any changes in the terms for sewage disposal and payment therefore as may be proposed by the County and agreed to by at least 90 percent of the Participants and by those Participants that represent, in total, at least 90 percent of the residential customers and residential customer equivalents then served by the Metropolitan Sewerage System."

Section 4. Amendment of Basic Agreement. The Basic Agreement is amended by adding a new Section 19 as follows:

"Section 19. Option to Accept Other Amendments. If the Basic Agreements with any other Participants are amended or otherwise modified to include terms, conditions, or provisions not included in the Basic Agreement or this amendment, the City shall have the option of incorporating said terms, conditions or provisions into its Basic Agreement. The County shall then expedite and approve any amendments to the Basic Agreement as may be necessary and appropriate for such purpose."

Section 5. Amendment of Basic Agreement. The Basic Agreement is amended by adding a new Section 20 as follows:

Section 20. Exploration of providing recycled water to the City of Kirkland.

The City has expressed a desire to explore the use of non-potable recycled water as the Cross Kirkland Corridor is developed. The County agrees to meet and partner with the City on

exploring this sustainable practice and work together to seek any grants that further the goal of increasing use of recycled water and moving forward with feasible projects.

Section 6. Amendment of Basic Agreement. The Basic Agreement is amended by adding a new Section 21 as follows:

Section 21. Operational Issues Requiring Coordination between the City and County. Staff from the City and County have identified shared operational issues and interests as follows:

1. Installation of a permanent back-up power source at WTD's Yarrow Bay Pump Station;
2. Use of additives and other technologies to remove fats, oils and grease from the local sewer system;
3. Potential for use of on-site sewage systems that are not designed to discharge into the sanitary sewer system;
4. Odor control at WTD's York Pump Station discharge; and
5. Inspection of Kirkland's 72-inch stormwater outfall and bathymetry study beyond outfall area.

The City and County intend to work on these items in a cooperative manner as outlined in Exhibit 1 to this Amendment.

Section 7. Extension of Basic Agreement. The Agreement for Sewage Disposal between the King County and City of Kirkland dated May 2, 1961, as amended, is hereby extended for a period of 20 years and shall continue in full force and effect until July 1, 2056. The agreement dated May 2, 1961, as subsequently amended and extended shall constitute the entire Agreement for Sewage Disposal between the parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above; said agreement to be effective upon execution.

City of Kirkland

By_____

Title_____

Attest:

_____

King County

By_____

Title_____

Attest:

_____

R-5048
EXHIBIT A

The City of Kirkland ("City") and the King County Wastewater Treatment Division of the Department of Natural Resources and Parks ("County") intend to work on the following items in a cooperative manner.

Section 1. Permanent Back-up Power at Yarrow Bay

A generator has been temporarily installed at the County's Yarrow Bay Pump Station to provide a back-up power source that will come on-line should the electrical feeds from two separate substations fail. This generator was installed by the Washington State Department of Transportation ("WSDOT") to comply with the City's permit requirements for WSDOT's SR 520 bridge construction project.

Prior to completion of the SR 520 project, the County agrees, subject to budget approval as appropriate, to purchase the generator from WSDOT or a similar generator that will remain on-site as a back-up power source. The City will assist with its internal permitting to avoid delays through the permit system. The City will also assist the County with any necessary communications efforts to the surrounding community regarding retention of the generator on-site.

Section 2. Use of Additives to Reduce Fats, Oils and Grease (FOG)

Nationally, some sewer agencies are exploring the use of chemical, enzyme, or bacterial substances to break up FOG as it enters sewer lines. Concerns have been raised regarding the impact of additives to sewer pipes or wastewater treatment plant operations. Some emulsifying agents may cause other collection system or treatment plant problems down the line.

The County agrees to work with City staff to explore a possible pilot project for the use of additives or other FOG removing technologies in the city's sewer system, provided the County has the opportunity to review the proposed technology prior to its use.

Section 3. Zero Discharge On-Site Wastewater Treatment Systems

The County strives for energy efficiency in its operations and incorporates sustainable features in many of its facilities. The County also stays abreast of technology developments and trends related to its industry. Technologies are emerging for on-site wastewater treatment systems that are designed not to discharge into the sanitary sewer system, although these buildings may still require a connection to the local sewer. These on-site systems are part of a wide range of opportunities in sustainable building technologies systems or fixtures that do not present a human or environmental health risk.

The County agrees to explore the impact of emerging technologies on the regional sewer system. This may result in establishing new policies to protect the County system if these new technologies overflow into the conveyance system. This may involve charges if outfalls are activated and used.

Section 4. Odor Control at WTD's York Pump Station Discharge

The County will continue to assess its odor control efforts at its York Pump Station discharge, located near the intersection of 120th Avenue NE and NE 116th Street in the City of Kirkland. This will occur through the County's odor control task force and operations and maintenance at that location. The County commits to changing odor control filter medium on a regular cycle and will alert the City's Public Works Operations staff when the medium has been changed out.

Section 5. Stormwater Outfall at Third Street and Central Way

The City and County agree to coordinate, including a cost share of 50 percent, for the inspection (not to exceed total cost of $5,000) of the City's 72-inch stormwater outfall that is located near Third Street and Central Way. The City will lead the effort to complete inspection of the outfall. WTD's cost share for the inspection will not exceed $2,500.

The County will coordinate a bathymetry study (study of the underwater depth of the lake) for the lake area beyond the current outfall location. City will provide all existing information it has on file to date. The County's contribution to this study will not exceed $25,000 and is subject to budget approval as appropriate. The results of the study will be reviewed with the City's Public Works Director to determine if further action is needed.

The County has recently upgraded the downtown pump station in the City of Kirkland with significant improvements to the wet well and pump systems. If an overflow occurs at the pump station within the first two years of full operation, the County agrees to fully address any environmental impacts to the area and will commit to repair the system problem as soon as practicable. The County and City commit to further discussions on solutions to this system if overflows continue to impact the public swimming beach.