

**INTERAGENCY AGREEMENT BETWEEN KING COUNTY (WASTEWATER TREATMENT DIVISION) AND THE CITY OF REDMOND CONCERNING THE OPERATION OF THE BRIGHTWATER RECLAIMED WATER FLUSHING FACILITY**

This Interagency Agreement ("Agreement") is made as of the 2nd day of December, 2011, by and between the City of Redmond (hereinafter called "Redmond") and King County (hereinafter called "County"), both of which are located in and existing under the laws of the State of Washington. Redmond and County may be referred to individually as a Party and collectively as Parties below.

**RECITALS**

WHEREAS, Redmond operates a sanitary sewer system near the Sammamish River which is connected to the collection and treatment system of the County's Wastewater Treatment Division; and

WHEREAS, the City of Seattle discharges water from its Tolt Pipeline No. 2 through Redmond's sanitary sewer system and into the County's sewer system; and

WHEREAS, the County proposes to construct and operate a flushing facility for the south segment of its reclaimed water pipe from the County's Brightwater Treatment Plant which will discharge into the blowoff discharge piping of the City of Seattle's Tolt Pipeline No. 2.

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

**I. DURATION**

This Agreement shall remain in full force and effect unless and until terminated by either party, giving 90 days written notice to the other party or unless and until this Agreement is superseded by another agreement between Redmond and the County with respect to the subject matter hereof; provided, that all obligations incurred under this Agreement shall remain in effect until completed.

**II. LEGAL ENTITIES**

No separate legal entity is established hereunder. This Agreement is for the sole and exclusive benefit of the Parties hereto and shall not create a contractual relationship with, or cause of action in favor of, any third party.

**III. PURPOSE**

It is the purpose of this Agreement to authorize the County to discharge water from the south segment of its Brightwater reclaimed water pipe into Redmond's sanitary sewer system whenever needed for proper operations, maintenance or repair of the Brightwater Reclaimed Water System.

The "Flushing Facility", which is depicted in Exhibit A incorporated herein by reference, shall be connected to the City of Seattle's Tolt Pipeline No. 2 blowoff manhole that flows into Redmond's sewer system. . , .

IV. PERMIT OBLIGATIONS

A. The County shall provide Redmond with a copy of its agreement with the City of Seattle authorizing the County to construct and maintain the Flushing Facility connected to the City of Seattle's blowoff at the Sammamish River.

B. The County shall apply for and obtain from Redmond any applicable permits or approvals necessary for the construction of the County's Flushing Facility. Redmond shall process all permit applications consistent with applicable state and local codes and standards.

C. Upon completion of construction, the County shall provide Redmond with a set of record drawings for the Flushing Facility.

V. PAYMENT

A customer account shall be established for the Flushing Facility to the Redmond system and the account shall be billed in accordance with Redmond's standard sewer rates. The quantity shall be based on the volume of reported discharge as described in Section VI.E.

VI. DISCHARGE

A. Discharge shall occur for planned periodic maintenance or repair and for emergency conditions.

B. Discharge shall only occur at the Flushing Facility.

C. Discharge flowrate shall range from 200 to 800 gpm. The total volume discharged at any single event shall not exceed 200,000 gallons.

D. The County may not, for periodic maintenance of the Brightwater Reclaimed Water Flushing Facility, discharge to the sanitary sewer system during wet weather periods which shall be defined as a period during which greater than 1/4 inch of precipitation has occurred in the 24 hours prior to the start of the discharge without the specific approval of the City of Redmond.

E. Within thirty (30) days of each discharge, the County shall send Redmond a report containing the volumes and flow rates discharged based on the County's flow meter.

VII. NOTICE

A. Except in an emergency requiring immediate discharge, the County shall notify Redmond prior to each discharge, which notice may be by mail, courier, electronic mail or facsimile and shall be received by Redmond at least one work day prior to the start of the discharge.

B. Unless Redmond reasonably believes that more than 1/4 inch of precipitation has occurred prior to the start of the planned discharge date or Redmond believes that the planned discharge will surcharge or otherwise damage Redmond's sewer system, Redmond shall allow the County to discharge through the Flushing Facility.

C. Redmond's Operations Division personnel will be available for consultation with the County's operations personnel to provide information on the operating conditions of Redmond's sewer system.

D. In an emergency, the County shall make all reasonable efforts to notify Redmond prior to the start of the discharge or as soon thereafter as possible.

E. Unless otherwise directed in writing, any notice or document required by this Agreement shall be delivered to:

King County  
Brightwater Treatment Plant  
Attn: Ron Kohler  
22505 State Route 9 SE  
Woodinville, WA 98072-6010

City of Redmond  
Public Works Department  
Attn: W/WW Engineering Manager  
P. O. Box 97010  
Redmond, WA 98073-9710

F. Notices mailed by either party shall be deemed effective on the date mailed. Either party may change its address by giving the other written notice of not less than five (5) days prior to the effective date.

VIII. INDEMNIFICATION AND HOLD HARMLESS

The County shall hold harmless, indemnify and defend the City, its officers, appointed and elected officials and employees, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the County's negligent or intentional acts, errors or omissions in the performance of this Agreement; PROVIDED, HOWEVER, that the County's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the City, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER that in the event of damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of

the County, its appointed and elected officials, agents or employees, and the City or the City's appointed or elected officials, agents or employees, the County's obligation to hold harmless and indemnify the City is enforceable only to the extent of the County's negligence. The County expressly and specifically agrees that its obligations under this Section extend to any claim, action, suit, liability, loss, expense, damage and/or judgment brought by or on behalf of any of the County's appointed or elected officials, employees or agents. For this purpose, the County, hereby expressly and specifically waives, with respect to the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.


IX. CHANGES AND MODIFICATIONS

Either party may request changes, additions or amendments to any portion of this Agreement; however, no such change, addition or amendment shall be valid unless it is in writing and signed by personnel authorized to bind each of the parties.

X. ENTIRE AGREEMENT

These provisions represent the entire agreement of the parties with respect to the limited subject matter hereof and may not be modified or amended except as provided herein.

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


  
\_\_\_\_\_  
Mayor  
City of Redmond

Date: 10/25/11

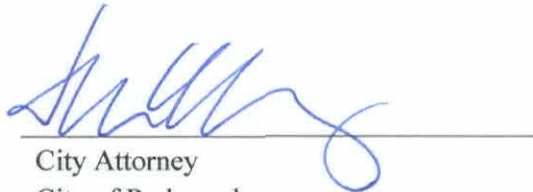
  
\_\_\_\_\_  
Director, Department of Natural Resources  
and Parks  
King County

Director, Department of Natural Resources  
and Parks  
King County

Date: 12/2/2011

  
\_\_\_\_\_  
City Clerk  
City of Redmond

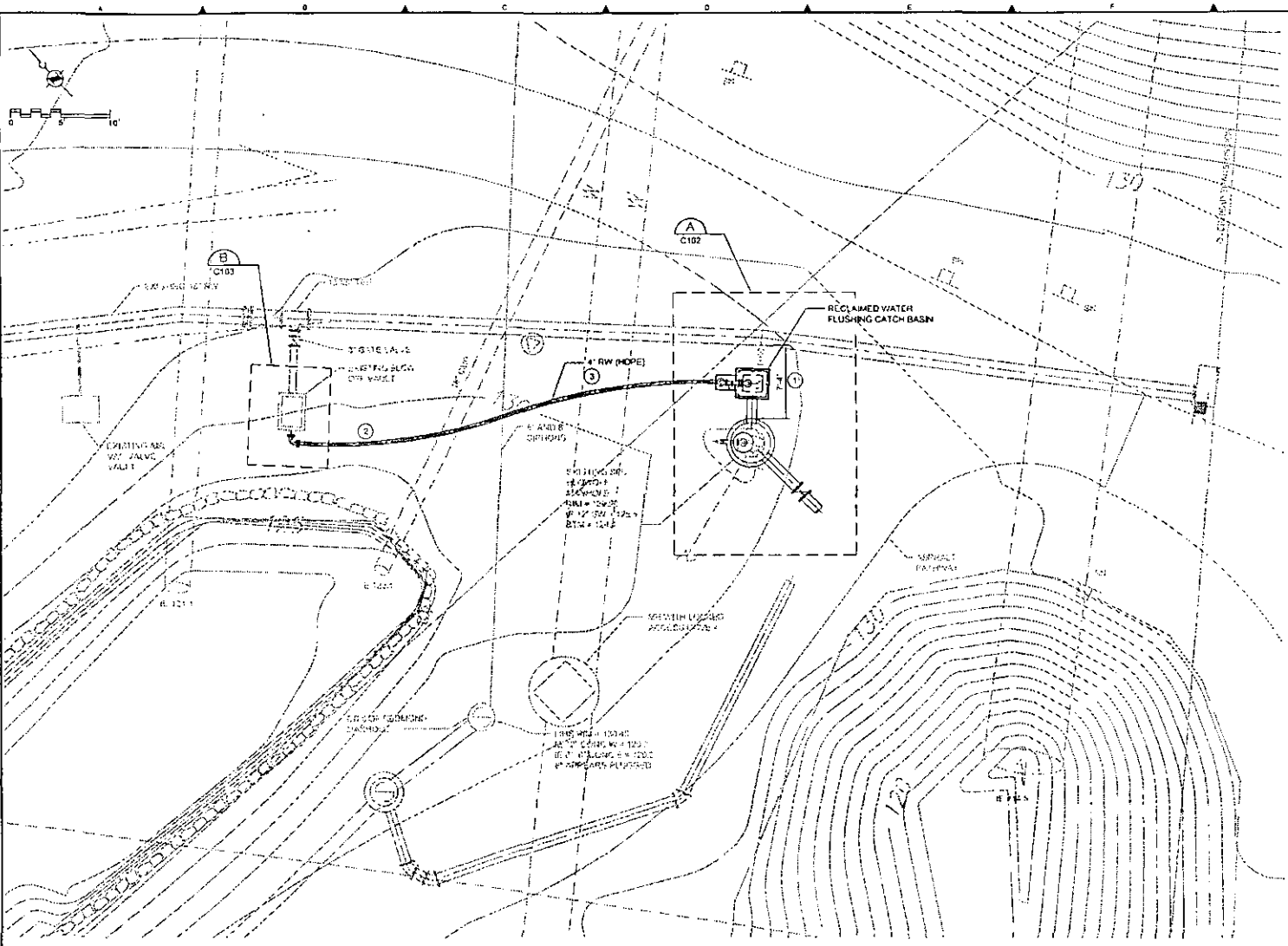
Date: 10/26/11

  
\_\_\_\_\_  
City Attorney  
City of Redmond

Date: 10/25/11

# Exhibit A

- KEY NOTES:**
- ① LOCATE EXISTING 18" RW PIPELINE. VERIFY DIMENSION BETWEEN RW PIPELINE AND SP4 BLOWOFF MANHOLE. NOTIFY PROJECT REPRESENTATIVE IF DIMENSION DIFFERS FROM SHOWN.
  - ② ROUTE 4" RW (HOPE) TO AVOID PLANTINGS WHERE FEASIBLE. TEMPORARILY REMOVE PLANTINGS ALONG 4" RW ROUTE. REPLANT FOLLOWING 4" RW INSTALLATION.
  - ③ 4" RW BURIED SHALL BE IPS 4" HOPE SDR 17.



Plan Date: 06/11/2011 10:00 AM  
 Project: 7000010-101.000  
 Title: SOUTH SEGMENT FLUSHING FACILITIES  
 Scale: 1" = 10'-0"  
 Author: J. COOK  
 Date: 06/11/2011 10:00 AM  
 Project: 7000010-101.000

ONE INCH = 10 FEET  
 AT THIS SCALE IF NOT ONE INCH = 10 FEET

No.	REVISION	BY	APPD	DATE

**carollo** PRELIMINARY  
NOT FOR CONSTRUCTION

DESIGNED	DRAWN
CHECKED	SCALE
DATE	PROJECT NO.
PROJECT NAME	CONTRACT NO.



DEPARTMENT OF NATURAL RESOURCES & PARKS  
 BRIGHTWATER RECLAIMED WATER SYSTEM  
 SOUTH SEGMENT FLUSHING FACILITIES  
 SITE PLAN

DATE	JUNE 2011
FILE NAME	7000010-101.000
DRAWING NO.	C101
SHEET NO.	01