

**2017 MEMORANDUM OF UNDERSTANDING BETWEEN KING COUNTY AND THE CITY OF REDMOND REGARDING RECLAIMED WATER**

THIS MEMORANDUM OF UNDERSTANDING (the “2017 MOU”) is entered into between King County, a Washington municipal corporation (“the County”), and the City of Redmond, a Washington municipal corporation (“the City”), for the purpose of establishing a cooperative relationship regarding the use of reclaimed water within the City limits.

**RECITALS**

A. The City and the County recognize the benefits of using reclaimed water as a means of reducing wastewater discharge to Puget Sound, protecting the aquatic environment and the region’s freshwater resources, and preserving drinking water that would otherwise be used for irrigation. The City supports the ongoing efforts of the County to promote the beneficial use of reclaimed water.

B. The City is unique in the region in that a significant amount of its drinking water supply is provided by a shallow groundwater aquifer. The aquifer is regional in nature and extends to areas beyond the City’s borders to the north and the east. The City has taken extraordinary care to protect its drinking water supply from potential pollutants that may not be completely filtered by the shallow sand and gravel soils that overlay the aquifer. Both parties recognize the necessity of protecting drinking water supplies from potential pollution sources and ensuring that drinking water remains safe and healthful for all residents of the region.

C. The County’s Reclaimed Water Program produces reclaimed water at the South Treatment Plant, the Brightwater Treatment Plant, and the Carnation Treatment Plant. The reclaimed water is transmitted in what are commonly known as “purple pipes” from these treatment plants to various locations in the County where it is made available for purchase by users.

D. The County currently supplies reclaimed water from direct connections from the Brightwater Treatment Plant to the purple pipe to certain properties within and outside of the City and will continue to explore additional opportunities for direct connections. The County also sells reclaimed water to mobile users at the York Reclaimed Water Truck Fill Station located at 14120 124th Avenue NE, just north of the City.

E. The County and the City have worked collaboratively to investigate the potential use of reclaimed water in the City, including consideration of the programmatic requirements for such use given the City’s unique groundwater aquifer and drinking water supply responsibilities. Both parties acknowledge that the use of mobile reclaimed water from the York Reclaimed Water Truck Fill Station within the City’s wellhead protection zones warrants further review, together with consideration of other urban activities that can affect the City’s drinking water aquifer. However, the City and County agree that the use of reclaimed water from the York Reclaimed Water Truck Fill Station can be allowed, within the City’s Wellhead Protection Zone 4, when funding is available for City and County staff to complete programmatic development work. In addition, the City requests that the County exclude the use of mobile reclaimed water from the

York Reclaimed Water Truck Fill Station in Wellhead Protection Zones 1, 2, and 3 both in the City and outside of the City limits, in order to protect the City's drinking water supply. The County respects and accepts the City's request.

F. In furtherance of the parties' objectives as stated above, the County and the City entered into a Memorandum of Understanding in August 2016 (the "2016 MOU") under which the parties agreed to interim protocols for the use of reclaimed water in and outside the City of Redmond to allow further study and development of permanent protocols.

G. The 2016 MOU terminated on April 1, 2017. The City and the County have agreed to terms as set forth in this 2017 MOU.

THE COUNTY AND THE CITY AGREE AS FOLLOWS:

1. Use of Reclaimed Water from the York Reclaimed Water Truck Fill Station.

A. Upon execution of this agreement, the County agrees to exclude the use of any reclaimed water sold to mobile users at the York Reclaimed Water Truck Fill Station within the Redmond city limits and within those portions of the City's Wellhead Protection Zones extending beyond the city limits. A map showing Redmond's current city limits and the current Wellhead Protection Zones is attached as Exhibit 1 to this 2017 MOU. The City may update this map from time-to-time as the City's boundaries change or more technical information becomes available regarding the Wellhead Protection Zones, including the Zone boundaries. If the map is updated, the City will provide the County with the updated map and the reasons for any changes. The County agrees to exclude the use of mobile reclaimed water from the York Reclaimed Water Truck Fill Station in the areas shown on the updated map within thirty days after receiving the updated map from the City.

B. By the first quarter of 2019, after the City has updated its groundwater model and Wellhead Protection Zones 1 through 4, the City will contact King County to resume discussions and development of a collaborative program for use of reclaimed water from the York Reclaimed Truck Fill Station in Wellhead Protection Zone 4. As part of these discussions, the parties will develop and implement an amendment to this MOU that lays out the provisions for allowing use of reclaimed water from the fill station in Wellhead Protection Zone 4. The City and County agree that this amendment shall be developed and implemented no later than April 30, 2021.

C. The County shall not be required to enact regulations excluding the reclaimed water use as provided in subsection A above, but shall include the exclusion in its contract for sale of reclaimed water at the York Reclaimed Water Truck Fill Station.

D. The County's contract with users of the York Reclaimed Truck Fill Station will include the map attached as Exhibit 1 or as subsequently updated of the areas in the City and the Wellhead Protection Zones where use is excluded; and will include a signature block for the user to formally acknowledge the exclusion on the use of reclaimed water in the areas shown on the map.

E. The County will continue to provide the City with the opportunity to review and provide input on the language of the York Reclaimed Water Truck Fill Station user contract template and any changes thereto prior to implementation. The City will expeditiously review the contract template and any changes and provide its comments or input in a timely manner.

F. The County's training materials for users of the York Reclaimed Water Truck Fill Station shall include the exclusion on use of reclaimed water from this Truck Fill Station within the City and the Wellhead Protection Zones outside the City limits, and shall include a map of excluded areas attached as Exhibit 1 or as subsequently updated.

G. The County will post a sign at the York Reclaimed Water Truck Fill Station of a size and in a location that is visible to users of the map attached as Exhibit 1 or as subsequently updated. A copy of this map must be carried in the truck at all times.

H. The County will train drivers of vehicles obtaining water at the York Reclaimed Water Truck Fill Station on use requirements and the excluded areas as shown on the map in Exhibit 1 or as subsequently updated. All drivers will sign a form acknowledging that they are aware of the exclusion on use and agreeing that they will not apply recycled water within the excluded areas shown on the map attached as Exhibit 1 or as subsequently updated.

2. Notices. All notices and communications concerning this MOU shall be provided by the parties to each other at the following addresses:

CITY OF REDMOND:

Jane Christenson, Deputy City Administrator  
City of Redmond  
15670 NE 85th Street  
P.O. Box 97010  
Mail Stop 4NEX  
Redmond, WA 98073-9710

KING COUNTY

Mark Isaacson, Division Director  
Wastewater Treatment Division  
King County  
501 S Jackson Street  
Mail Stop KSC-NR-0501  
Seattle, WA 98104-3855

or such other representatives as the parties may designate from time to time in writing. All notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, or (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts. However, notice of termination must be delivered in person or by certified mail, return receipt requested.

3. Term of 2017 MOU: Termination. This 2017 MOU shall remain in effect for a period of 6 years from the date of execution by both parties.

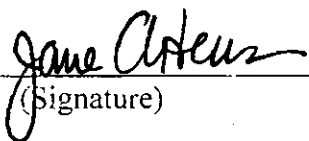
4. Opportunity for Amendment. The City and County agree that circumstances may warrant consideration of amending this MOU before the stated termination date. In such cases, the City and County agree that after implementation of a program for the use of reclaimed water from the York Truck Fill Station in wellhead protection zone 4 has taken place, either party may

request to meet and discuss proposed amendments to this MOU in order to take into account new information and/or changed conditions. The parties agree to meet not less frequently than quarterly. Should the result of these discussions not result in progress towards reaching agreement within one year of a request for reconsideration, the parties agree to elevate the issues for resolution to the Mayor of Redmond and the King County Executive (or the Director of the Department of Natural Resources and Parks as the designee).

5. Entire Agreement. This 2017 MOU constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements (including the 2016 MOU) with respect hereto. This 2017 MOU may be amended only by a written instrument executed by both of the parties hereto.

AGREED TO as of the last date set forth below.

CITY OF REDMOND


  
\_\_\_\_\_  
(Signature)

By: Jane Christenson  
(Print or Type Name)

Title: Deputy City Administrator

Date: 8/17/17

KING COUNTY

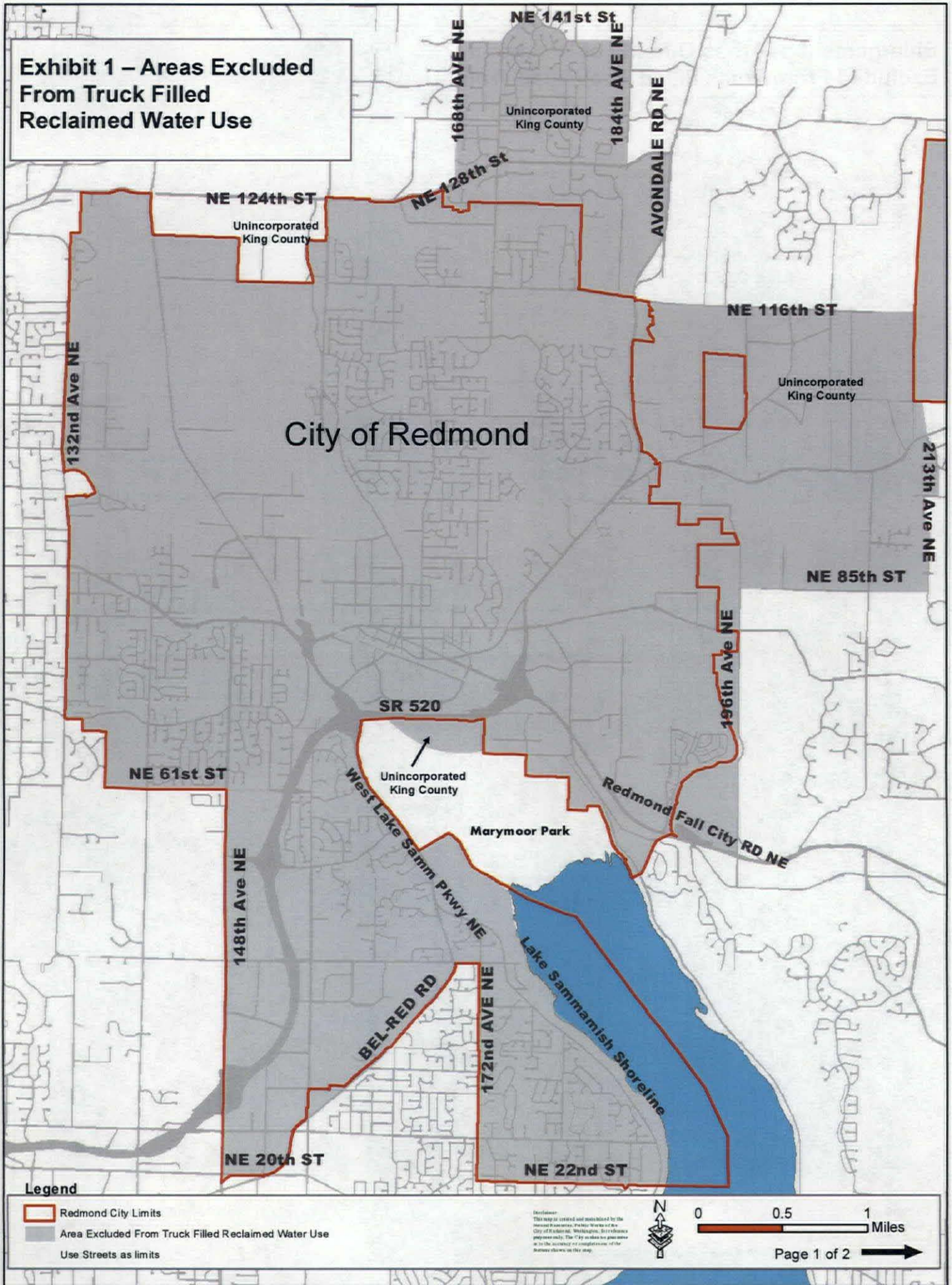
  
\_\_\_\_\_  
(Signature)

By: Bob Burns  
(Print or Type Name)

Title: Deputy Director, Department of  
Natural Resources and Parks

Date: 9/8/17

**Exhibit 1 – Areas Excluded From Truck Filled Reclaimed Water Use**



**Legend**

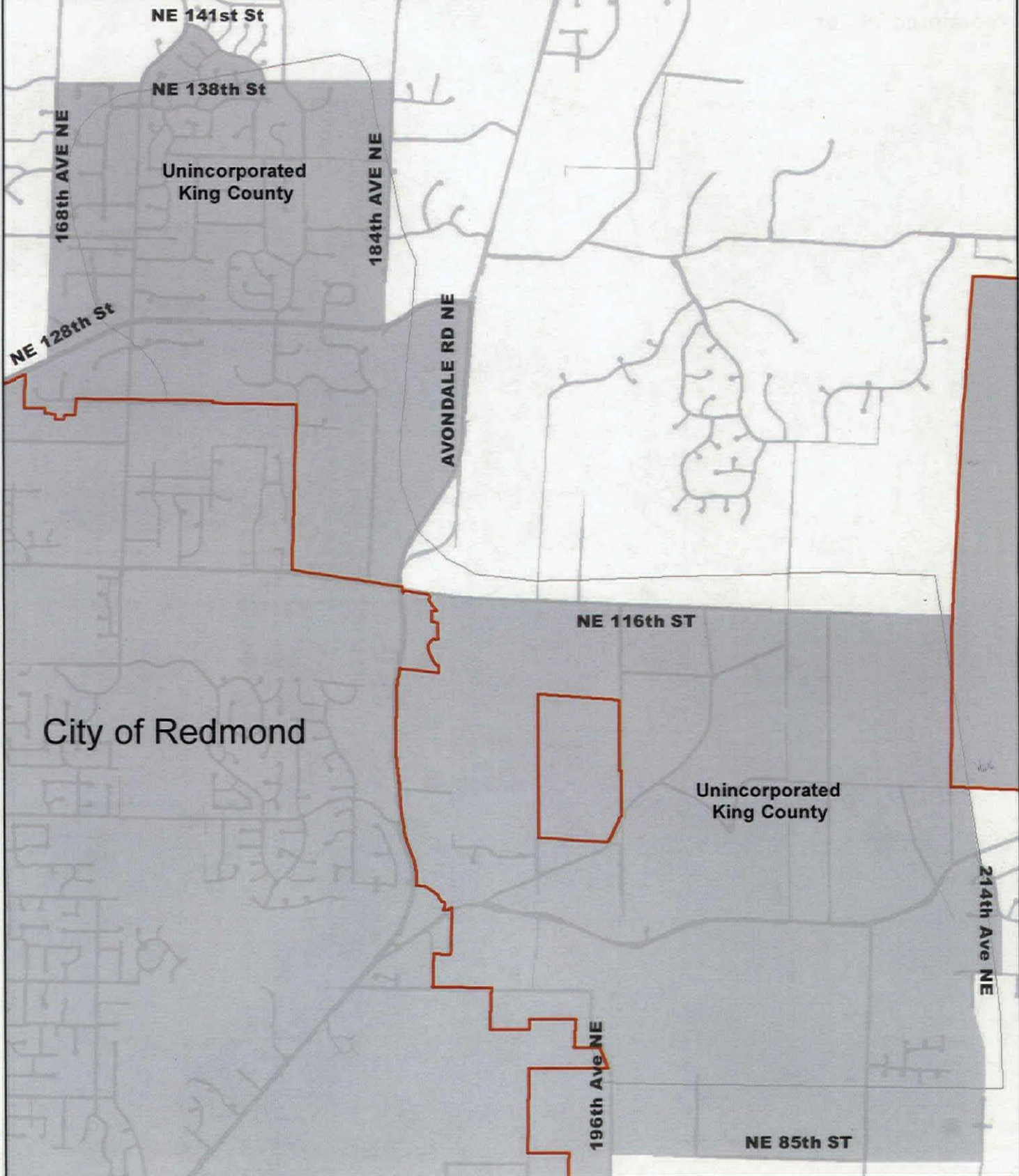
- Redmond City Limits
- Area Excluded From Truck Filled Reclaimed Water Use
- Use Streets as limits

Disclaimer:  
This map is created and maintained by the  
General Services, Public Works of the  
City of Redmond, Washington. It is intended  
for general use only. The City makes no guarantee  
as to the accuracy or completeness of the  
information shown on this map.





0 0.5 1 Miles

**Enlargement of Areas Outside of Redmond  
Excluded From Truck Filled Reclaimed Water Use**



**Legend**

-  Redmond City Limits
-  Area Excluded From Truck Filled Reclaimed Water Use



0 0.25 0.5 Miles

CITY CONTRACT ROUTING & APPROVAL

Instructions on Back

Project Title: 2017 MOU King County & COR Regarding Reclaimed Water

Project No: N/A

Type of Service: N/A

Provider of Service: King County

Source of Funding:

Original Contract/Agreement Amount: N/A Estimated Start Date:

Current Contract/Agreement Amount (includes previous supplements, if any):

Proposed Increase: Council Approval Date: ?

New Contract Total: Estimated Completion Date:

Project Administrator: Gary Schimek, PE Ext: 2742

Return contract to: Gary Schimek, PE Mailstop: 2NPW Ext: 2742

Supervisor/Manager Signature Date

Department Head/Designee Signature Linda DeBolt Date 8/3/17

Remarks: MOU for Jane Christenson's signature.

ROUTING PROCESS: ( 3 copies)

To: City Clerk (for routing and signatures) Date 8/15/17

Risk Manager Date 8/15

(Signature or initials)

City Attorney Date 8/17

(Signature or initials)

Mayor Date 8/17/17

(Signature or initials)

City Clerk Date 8/18/17

(Signature or initials)

Note: Please return the fully executed routing sheet, contracts and agreements to the Originating Division for distribution except for one original retained by the City Clerk.

FINANCE USE ONLY: Dynamics (PA) Number City Contract Number 8542

## Contract Routing & Approval Form – Instructions for Public Works Department

1. Start with three (3) original copies of the Construction Contract or Consultant Agreement. All documents must be signed by the construction company or consultant firm before routing for City signatures.
2. Originating Department: Complete this form through the “Remarks” section, including Division Head (or designee) signature. Incomplete forms will be returned to the originating division.
  - Type of Service: Typically “Construction Services” or “Consultant Services”
  - Provider of Service: Name of Contractor or Consultant
  - Source of Funding: Funding source or sources (e.g., Transportation CIP)
  - Original Contract/Agreement Amount: Total dollar amount (including all applicable taxes) of original Contract/Agreement
  - Estimated Start Date: Contract/Agreement start date
  - Current Contract/Agreement Amount: Total of Original Contract Amount, plus increases from all previous supplements. If this is the original contract, enter the same number as above.
  - Proposed Increase: For current supplement only. If this is the original contract, enter N/A.
  - New Contract Total: Current Contract/Agreement Amount from above plus Proposed Increase.
  - Council Approval Date: If applicable, otherwise N/A. Date needed if:
    - Consultant agreement/addendum exceeds \$25,000 for one year
    - Construction contract exceeds \$30,000 for single craft or \$50,000 for multiple crafts
  - Estimated Completion Date: For consultant agreements, this is the contract expiration date. For construction contracts, add one year to the estimated construction completion date.
  - Project Administrator: Enter Project Manager.
  - Remarks section:
    - Include any pertinent notes
    - For supplements, include the original contract number and any previous supplement numbers.
    - For supplements, also indicate the percentage increase or decrease
3. Flag all contract signature pages.
4. Securely fasten any explanatory memorandums or material in the front of the document.
5. Each Construction Contract copy must have an insurance certificate and performance bond (as required) securely fastened to the contract unless other arrangements have been made with the Risk Manager.
6. With this form on top, give all three copies to the Division Head/Supervisor for review and signature. Then deliver to Department Head for approval. Once approved, the contract/agreement goes to the City Clerk’s office for routing to the Risk Manager, City Attorney, and Mayor for approval. Once all approvals have been obtained, the City Clerk will assign a contract number and contact the person listed in the “Return contract to” field.
7. Standard turnaround time for contract routing is ten (10) days. Every effort will be made to expedite routing if the contract routing form is marked as “Urgent” in the “Remarks” section.
8. Distribution of fully executed contracts and agreements is as follows:
  - One (1) filed with City Clerk
  - One (1) to contractor or consultant
  - One (1) retained by department

**Construction Contracts:** Scan completed Contract Routing Form and fully executed signature pages and replace blank pages in electronic file on server. Notify Capital and Grant Analyst that contract has been fully executed and provide link to file.

**Consultant Agreements:** Provide a copy of the routing form and agreement to the Department Administrative Coordinator.