



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 19, 2000

Ordinance 13934

Proposed No. 2000-0387.1

Sponsors Irons

1 AN ORDINANCE authorizing the executive to enter into an
2 agreement with the City of Edmonds regarding treatment of
3 Richmond Beach service area sewage.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1. The executive or the executive's designee is hereby authorized to
6 enter into an agreement with the city of Edmonds, substantially in the form of

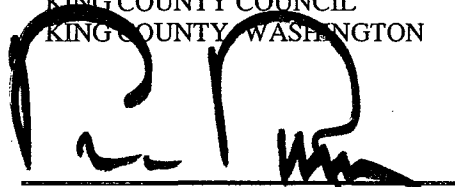
7 Attachment A attached to this ordinance, for treatment of Richmond Beach service area
8 sewage.

9

Ordinance 13934 was introduced on 6/26/00 and passed by the Metropolitan King
County Council on 9/18/00, by the following vote:

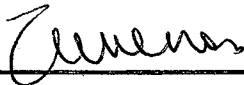
Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Vance
and Mr. Irons
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY WASHINGTON

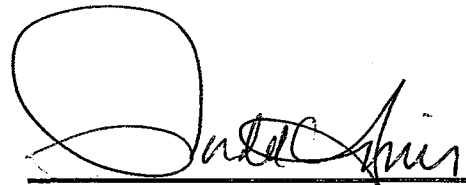


Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council
APPROVED this 21 day of September 2000.



Ron Sims, County Executive

Attachments A. City of Edmonds - King County - Agreement for Sewage Treatment

13934

CITY OF EDMONDS

KING COUNTY

AGREEMENT FOR SEWAGE TREATMENT

THIS AGREEMENT, made as of the _____ day of _____, 2000 between the City of Edmonds, a municipal corporation of the State of Washington (hereinafter "Edmonds") and King County, a political subdivision of the State of Washington (hereinafter "the County");

WHEREAS, the parties have entered into an agreement for reciprocal sewage treatment dated July 20, 1988 and amended March 24, 1993 that provided for treatment of sewage from the County's Richmond Beach service area by Edmonds and treatment of sewage from the eastern portion of Edmonds service area by the County; and

WHEREAS, said agreement also provided for simultaneous treatment of sewage from each of the two above mentioned service areas by Edmonds before implementing reciprocal sewage treatment as contemplated by that agreement; and

WHEREAS; the parties now desire to more specifically determine the time period during which Edmonds will treat sewage from both service areas and modify the terms and conditions related to Edmonds treatment of sewage from both areas;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1. Earlier Agreement Superseded. The Agreement for Reciprocal Sewage Treatment entered into by the City of Edmonds and the Municipality of Metropolitan Seattle (predecessor to King County) July 20, 1988 and amended March 24, 1993 is hereby superseded by this agreement.

accept into the County's wastewater treatment system sewage flow from Edmonds East in an amount equal to the sewage flow delivered to the Edmonds treatment plant from Richmond Beach pursuant to Section 2. The term "equal" shall mean that the volume of sewage accepted into the county's system from Edmonds East shall, in a calendar year, be within 5% of the volume delivered to Edmonds from Richmond Beach. The County will, subject to operational limitations at its Richmond Beach and Lake Ballinger Pumping Stations, cause the sewage volumes accepted by the parties from the respective service areas to be equal on a weekly and monthly basis.

Except as provided in Section 9, no payment shall be made to Edmonds for the treatment of Richmond Beach sewage during the time that Edmonds East sewage is diverted into the County's wastewater system as provided in Sections 5 and 6.

SECTION 6. Reciprocal Sewage Treatment Summer Option. The County may, at its sole option, divert Edmonds East wastewater into the County's system as described in Section 5 on a temporary basis in any year before 2012 for up to six summer months beginning no earlier than May 1 and ending no later than November 1. The County shall provide at least 30 days notice to Edmonds before diverting wastewater as described in this Section 6.

SECTION 7. Temporary Flow Diversions. During the time that Edmonds is treating flows from both service areas as provided in Section 2 the County will accept sewage flows from Edmonds East on a temporary basis if Edmonds is unable, due to malfunction or operating constraints in the Edmonds sewage conveyance system or treatment plant, to accept that sewage flow. In this event, Edmonds will pay the County \$700 per million gallons of sewage flow accepted by the County. Said fee shall increase 2% every year after 2000.

During the time that reciprocal sewage treatment is undertaken in accordance with

Washington Department of Ecology. During periods of reciprocal sewage treatment King County and the Washington Department of Ecology shall cooperatively regulate industrial discharges in Edmonds East. The ability of any source to discharge industrial waste into Edmonds East sewers shall be expressly contingent upon issuance of a Waste Discharge Permit to that source by the County and/or the Washington Department of Ecology.

Richmond Beach sewage flows and their sources shall be subject to such rules and regulations as may be adopted by Edmonds and/or Ecology for the purpose of regulating the nature and quality of wastes into Edmonds' treatment plant. King County shall cooperate with Edmonds' and/or Ecology's efforts to regulate industrial discharges in Richmond Beach.

The parties intend, by this Section 8, to ensure compliance with local, state and U.S. laws applicable to the sewage flows being exchanged and cooperative enforcement of the parties' respective industrial waste regulations.

SECTION 9. High Strength Waste. During any period of time that Edmonds East sewage is treated by the County, Edmonds shall pay to the County a surcharge for high strength discharges in Edmonds East. Said payment shall be equal to 55% of the amount that would be payable under King County Ordinance 11034 and any subsequent amendments. Direct measurement as required by King County Ordinance 11034 will be undertaken by the County.

The County shall pay to Edmonds a surcharge for high strength discharges in Richmond Beach in accordance with such ordinances as may be adopted by the Edmonds City Council for the purpose of establishing high strength waste surcharges in the Edmonds sewage treatment service area.

SECTION 10. Pumping Station Cost Share. During the time that Edmonds treats sewage flows from both Edmonds East and Richmond Beach, Edmonds shall reimburse the County for

2012 by simple written concurrence of the parties. Said extension by simple written concurrence shall not however, extend beyond July 1, 2036.

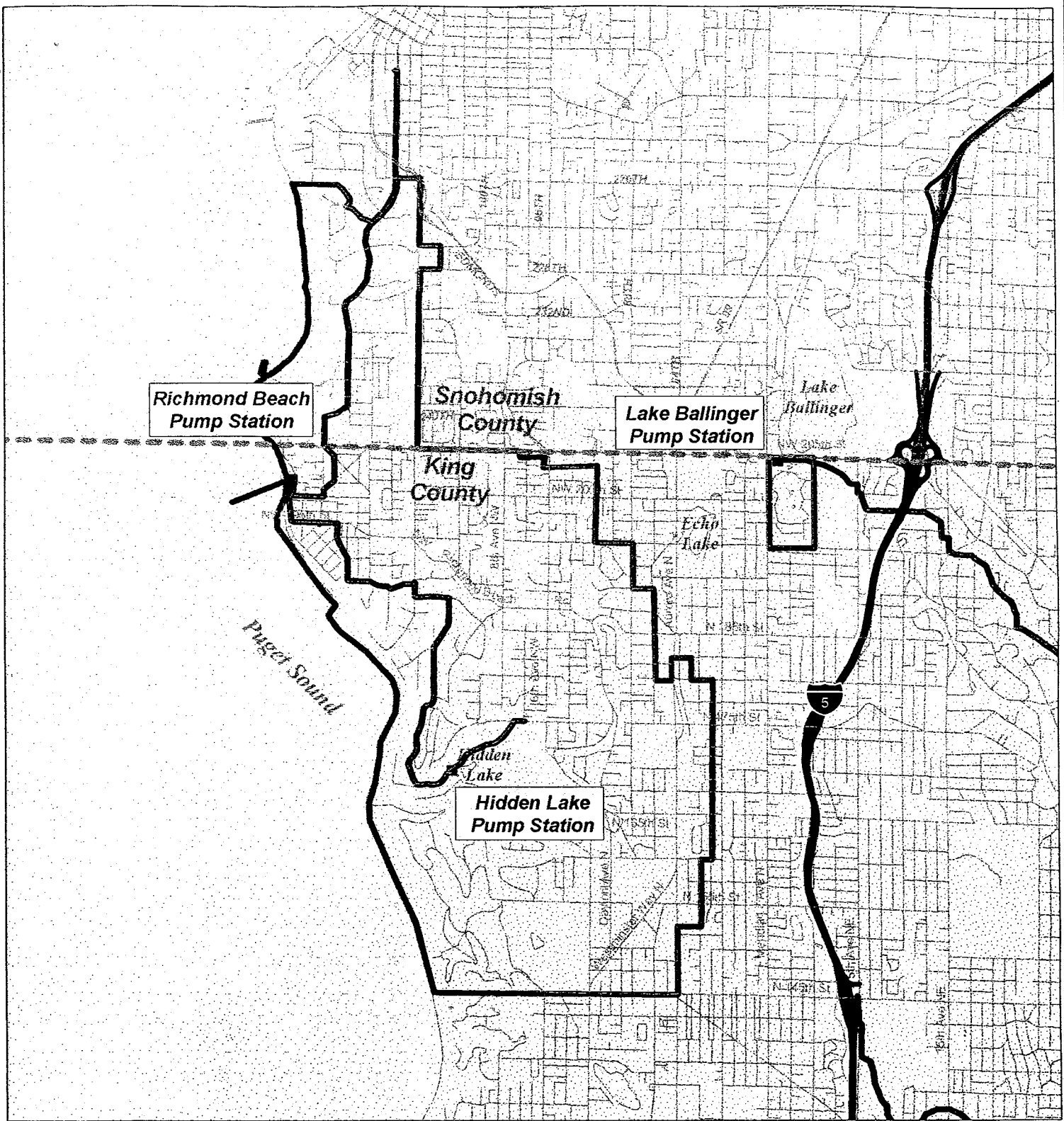
Section 12. Reimbursement for Capital Costs at Edmonds Treatment Plant. The County acknowledges its obligation to reimburse Edmonds for a share of certain capital costs incurred by Edmonds at its treatment plant during the effective period of the prior agreement between the parties for reciprocal sewage treatment. The parties have determined said amount to be \$250,000 which shall be paid by the County to Edmonds in two annual installments of \$125,000 each. The county shall make the first payment to Edmonds within 45 days of execution of this agreement.

SECTION 13. Legal Relations. Any liability incurred by the County resulting from operation of its wastewater conveyance and treatment facilities shall be the sole responsibility of the County. Any liability incurred by Edmonds resulting from operation of its wastewater conveyance and treatment facilities shall be the sole responsibility of Edmonds.

The parties acknowledge their obligation to comply with lawful orders with the state or federal agencies with jurisdictions or a court of competent jurisdiction. The obligations and rights established by this agreement shall be interpreted accordingly to assure compliance with the terms with such an order.

SECTION 14. Dispute Resolution. In the event disputes or claims arise over the interpretation, enforcement or effect of this agreement, either party may refer this matter to a committee composed of the Director of King County's Department of Natural Resources or his/her designee and its Manager of Wastewater Treatment and the Mayor of the City of Edmonds or his/her designee and its Public Works Director for resolution. The consideration of the dispute or claim by this committee, in an effort to reach a solution which reflects the best public interest, shall be a prerequisite to any legal action by either party.

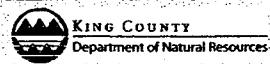
SECTION 15. Term of Agreement. This agreement shall take effect April 1, 2000 and



Richmond Beach Service Area

Exhibit A

Map produced by GIS staff, Wastewater Treatment Division (WTD), King County Department of Natural Resources. WTD disclaims any warranty for use of this digital product beyond that for which it was designed. Neither this digital product, nor any portion thereof may be reproduced in any form or by any means without the expressed written authorization of WTD. This document includes data copyrighted by the Kroll Map Company and is being used with their permission. Use is restricted.



May 16, 2000

Legend

- Streets
- Pump Stations
- King County Conveyance Lines
- County Line
- Richmond Beach Service Boundary
- Freeways
- Water Features