



COPY

SOOS CREEK WATER AND SEWER DISTRICT

KING COUNTY, WASHINGTON

RESOLUTION NO. 2323-S

A RESOLUTION of the Board of Commissioners of Soos Creek Water and Sewer District, King County, Washington, approving Agreement for Coordinated Facility Development with King County.

WHEREAS, the District and King County have worked to jointly coordinate the use and development of local and metropolitan sewage facilities in a manner that provides necessary sewage collection and conveyance facilities for the Soos Creek Planning Area, including the District's service area; and

WHEREAS, by their cooperative efforts, the District and King County have formulated a configuration that represents the lowest public cost for service to the area; and

WHEREAS, an Agreement has been prepared which formalizes the District's and King County's respective roles and responsibilities regarding development and operation of the facilities identified in the Agreement; and

WHEREAS, the Agreement will provide for economical, orderly and efficient sewer system planning and construction for the Soos Creek Planning Area, and is in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of Soos Creek Water and Sewer District, King County, Washington, as follows:

SECTION 1: That the Board of Commissioners of Soos Creek Water and Sewer District hereby authorizes execution of the following:

AGREEMENT FOR COORDINATED FACILITY DEVELOPMENT

a copy of which is on file at the District office.

RESOLUTION NO. 2323-S

SUBJECT: Approving Agreement for Coordinated Facility Development with King County

PAGE - 1

SECTION 2: That the District shall take such action as is appropriate to accomplish the terms and purposes hereof.

Adopted by the Board of Commissioners of Soos Creek Water and Sewer District, King County, Washington, at a regular open public meeting thereof on the 22nd day of May, 2002.

RANDY REECE, President

KAREN WEBSTER, Secretary

STEVE SANDELIUS, Commissioner

PHILIP SULLIVAN, Commissioner

CLEMENT QUANRUD, Commissioner

RESOLUTION NO. 2323-S

SUBJECT: Approving Agreement for Coordinated Facility
Development with King County

PAGE - 2



King County

Wastewater Treatment Division
Department of Natural Resources and Parks
King Street Center
201 South Jackson Street
Seattle, WA 98104-3855

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JUN -4 2002
SOOS CREEK
WATER & SEWER DISTRICT

May 31, 2002

Mr. Ron Speer, Manager
Soos Creek Water and Sewer District
P.O. Box 58039
Renton, WA 98058-1039

Dear Mr. Speer:

Ron:

Enclosed for your records is a fully executed copy of the Agreement for Coordinated Facility Development between King County and Soos Creek Water and Sewer District. It's good to get this one behind us!

Sincerely,

Bob Hirsch

Robert N. Hirsch
Acting Assistant Manager

Enclosure



KING COUNTY
SOOS CREEK WATER AND SEWER DISTRICT
AGREEMENT FOR COORDINATED FACILITY DEVELOPMENT

THIS AGREEMENT, made as of this 20th day of May 2002,
between the Soos Creek Water and Sewer District, a Washington municipal corporation,
hereinafter referred to as the "District", and King County, a political subdivision of the State of
Washington, hereinafter referred to as "the County";

W I T N E S S E T H:

WHEREAS, the parties have entered into a long term agreement for sewage disposal
dated August 1, 1963, as amended, hereinafter referred to as the "Basic Agreement"; and

WHEREAS, the King County Council adopted the Regional Wastewater Services Plan
(RWSP) on November 30, 1999 and the County has undertaken its Conveyance System
Improvement Project (CSIP) to identify and implement trunk sewer system improvements as
provided in the RWSP; and

WHEREAS, the CSIP addresses the Mill Creek/Green River Subregional Planning Area
which, in, turn, includes the Soos Creek Planning Zone and the county has recently identified
sewage conveyance facility alternatives in the Soos Creek Planning Zone consisting of trunk and
interceptor sewers and pumping stations; and

WHEREAS, the County and the District desire to coordinate the use and development of
local and metropolitan sewage facilities in a manner that provides necessary sewage collection
and conveyance facilities at the lowest public cost, and

WHEREAS, the County and the District have formulated a configuration of local and metropolitan pumping stations, force mains and gravity sewer lines that, in total, represent the lowest public cost alternative for service to the area known as the Soos Creek Planning Area and the parties now desire to formalize their respective roles and responsibilities regarding development and operation of the facilities identified in said configuration;

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

Section 1. Definition of Terms: The defined words and phrases in this agreement shall have the meanings set forth in the Basic Agreement. In addition, the words “CSI Soos Creek Plan” shall mean the planning effort of King County’s Wastewater Treatment Division and its Conveyance System Improvement Project and shall specifically mean CSI Project, Mill Creek/ Green River Subregional Planning Area –Task 250 Supplement Report Working Alternative 3A, Soos Planning Zone.

Section 2. Responsibility of District. The District shall continue to be responsible for the construction, maintenance and operation of Local Sewerage Facilities, including certain sewer lines and sewage lift stations in the north and northeast part of the District identified in the CSI Soos Creek Plan and generally described in Section 4. From and after the time that the county interceptor sewer described in Section 3 (a) is placed in service, the District will also assume sole responsibility to operate and maintain the Black Diamond Trunk Sewer from the point where said Trunk Sewer connects to the County interceptor sewer north to the District’s Lift Station 11.

The District will also undertake certain local system improvements identified in Section 4.

Section 3. Development of County Facilities in the Soos Creek Plan. The County will design, construct, own and operate certain facilities included in the CSI Soos Creek Plan Alternative 3A (3) hereafter designated “Option 3”. These facilities consist of:

(a) An interceptor sewer from a point of connection with the existing Black Diamond Trunk Sewer near SR 516 to the proposed County Pump Station D. This alignment will generally parallel the power line route along SR 516; and

(b) Three new pumping stations (designated PS H, PS D and PS B) and approximately 10 miles of pipeline (including the interceptor described in the preceding paragraph) with an upstream terminus at the proposed Pumping Station H in Black Diamond to a downstream connection at the County’s new 277th Street Interceptor.

The facilities identified in this section are delineated on Exhibit A attached hereto.

Section 4. Development of New District Facilities. The District will design, construct, own and operate certain facilities in Option 3, consisting of a new pumping station (designated as LS 10B), upgrades of two existing pumping stations (designated LS 11 and LS 15B) and approximately three miles of associated pipeline. Except as otherwise provided herein, the District will in its sole discretion determine the nature, location and time of construction of these facilities. The facilities identified in this section are identified on Exhibit A attached hereto.

Section 5. Implementation Considerations. The County and the District will cooperate in the development and operation of their respective facilities, both existing and planned, to ensure that there is enough flow for any inverted siphons in the Option 3 system to function properly. This may require that activation of the County’s interceptor described in Section 3 (a) include a transitional period during which some of the flow from Black Diamond continues to be routed to the District’s LS 11. It is the intention of the parties, however, that all flows from Black Diamond and the District’s Lake Sawyer service area be routed into the County’s interceptor line

described in Section 3 (a) as soon as it can be accomplished without adversely affecting the operation of District facilities. The County will allow the District to connect Local Sewage Facilities to the County gravity sewer(s) between Pumping Station H and the point of connection described in Section 3 (a) subject to applicable grant conditions.

Section 6. Construction of County Facilities. Except as otherwise provided herein, the County shall in its sole discretion determine the nature, location and time of construction of facilities of the Metropolitan Sewerage System identified in the CSI Soos Creek Plan.

Section 7. Effective Date and Term of Agreement. 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 the Basic Agreement terminates.

Section 8. 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:

King County
201 S. Jackson St.
Seattle, Washington 98104

Soos Creek Water and Sewer District
14616 S.E. 192nd Street
PO Box 58039
Renton, Washington 98058-1039

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.

Section 9. 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 10. Remedies. In addition to the remedies provide by law, this Agreement shall be specifically enforceable by either party.

Section 11. Dispute Resolution. In the event disputes arise over the interpretation, administration, or effect of this agreement, either party may refer the matter to a committee composed of the Manager and Assistant Manager of King County's Wastewater Treatment Division (or their respective designees), and the General Manager and Chief Engineer of the Soos Creek Water and Sewer District (or their respective designees). 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 12. Basic Agreement Unchanged. The District and the County shall comply with all provisions of the basic agreement without qualification or condition by reason of this agreement, it being the intention of the parties that the basic agreement shall not be affected or modified by this agreement.

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

KING COUNTY

SOOS CREEK WATER AND SEWER DISTRICT

By *Pam Bissonnette*
Pam Bissonnette, Director
Department of Natural Resources

By *Ron Speer*
Ron Speer, District Manager

ATTEST:
[Signature]

ATTEST:
[Signature]



