

**INTERLOCAL AGREEMENT FOR CITY OF KIRKLAND TO CONVEY
WASTEWATER FOR CERTAIN REDMOND SANITARY SEWER CUSTOMERS
THROUGH KIRKLAND'S SANITARY SEWER SYSTEM**

This agreement ("Agreement") is made and entered into by and between the City of Kirkland, a Washington municipal corporation ("Kirkland"), and the City of Redmond, a Washington municipal corporation ("Redmond") for the purposes hereafter mentioned.

RECITALS

An existing single-family residence is located at 8322 - 132nd Avenue NE, and owned by JAROSZ ANDRZEJ, approximately 270 feet north of NE 83rd Street ("the Andrzej Property"). The Andrzej Property is also shown on Exhibit A attached to this Agreement and incorporated herein by this reference as if set forth in full. The Andrzej Property is located on the Redmond side of 132nd Avenue NE. The septic system for the Andrzej Property has failed and cannot be re-built to King County Standards.

Redmond owns and operates a sanitary sewer system within Redmond. The closest Redmond sewer location to the Andrzej Property is on the north side of Redmond Way approximately 170 feet west of 139th Avenue NE. Connecting to the Andrzej Property would require, approximately 2500 feet of new sewer main. A gravity sewer will be constructed in Redmond Way in 2021 as part of the Sewer Lift Station 15 Abandonment Project. When this is completed the closest Redmond sewer will be approximately 800 feet northeast of the Andrzej Property. A sewer main extension of approximately 1000 feet would still be needed to serve the Andrzej Property.

Kirkland owns and operates a sanitary sewer system within Kirkland. The closest Kirkland sewer location to the Andrzej Property is in 132nd Avenue NE, directly in front of the Andrzej Property. This sewer is too shallow for a gravity connection from the Andrzej Property and will require a grinder pump.

The Andrzej Property has requested that Redmond and Kirkland allow the Andrzej Property to temporarily connect to the Kirkland sewer rather than having to extend the Redmond sewer 2500 feet to the Andrzej Property.

In order to facilitate a sewer connection, Kirkland and Redmond hereby agree on certain terms and conditions under which the Andrzej Property would be allowed to temporarily connect to and be serviced by Kirkland sewer until such time as Redmond sewer is extended to a location at which the Andrzej Property may connect. These connections will only be allowed if feasible from an engineering standpoint and meet all City of Kirkland, City of Redmond, Washington State Department of Health, and Washington State Department of Ecology requirements.

Redmond policies support elimination of septic systems within the City and connection to Kirkland sewer will support these policies.

Now, therefore, in consideration of the terms and conditions set forth below, Redmond and Kirkland agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for temporary sanitary sewer service to the Andrzej Property through connection to Kirkland's sewer system. Temporary sanitary sewer will only be allowed if Redmond's sewer system has not yet been extended to a location at which the Andrzej Property may connect (within 200').

Kirkland hereby grants Redmond permission to connect a two-inch (2") pressure sanitary side sewer ("Side Sewer") from the Andrzej Property westerly to the Kirkland Main. All construction shall be accomplished at the owner's sole cost and expense. The owner of the Andrzej Property shall obtain any necessary permits from Kirkland to make the connection and shall obtain Kirkland's approval of plans for the connection.

Future connection to Redmond. Any future development of the Andrzej Property will require connection to the City of Redmond sanitary sewer system. If Redmond's sewer system is extended to within 200' of the Andrzej Property, the Andrzej Property shall connect to Redmond's system upon sale of the Andrzej Property or as a condition of any future permit for addition to or remodel of the Andrzej Property.

2. **Andrzej Property to be a Redmond Customer.** The Andrzej Property shall at all times be a Redmond sanitary sewer customer and subject to Redmond's rates and charges, including connection charges. Kirkland shall not bill the Andrzej Property directly for sanitary sewer service.

3. **Redmond to compensate Kirkland.** Redmond shall pay to Kirkland twenty percent (20%) of the local collection component of Redmond sewer service charge for the Andrzej Property as compensation to Kirkland for transmission of the Andrzej Property's sanitary sewage to King County for treatment and disposal. Redmond shall report flows for the Andrzej Property to King County and pay the regional wastewater treatment charges for the Andrzej Property's sanitary sewage. Payment to Kirkland shall be made annually in a lump sum payment by January 31 for the prior year's sewer charges.

4. **Kirkland Sewer Capital Facility Charge (SCFC).** The Andrzej Property shall pay the applicable Kirkland SCFC to the City of Kirkland prior to issuance of a side sewer permit for the Andrzej Property.

5. **Redmond Connection Charges.** City of Redmond connection charges shall be paid at the time of connection to the sewer whether it is Redmond's sewer or Kirkland's sewer.

6. **Duration.** This Agreement shall take effect on the date the last party signs the same and shall terminate upon disconnection of the Andrzej Property from the Kirkland Main and connection to Redmond's future Main. Termination prior to that date may be accomplished only by:

Mutual agreement of Redmond and Kirkland; or

Replacement of this Agreement with a larger ILA between Kirkland and Redmond that addresses long-term sewer availability to the property; or

Termination by either party upon material breach of this Agreement by the other, provided, that no such termination may be accomplished unless the terminating party notifies the breaching party of its intent to terminate and provides the breaching party with no less than thirty days to cure the breach and avoid termination.

5. Property and Financing. No joint property is being acquired by the parties to this Agreement. No joint financing of any purchase, improvement, or activity is provided for in this Agreement and all construction shall be accomplished at no cost and expense to Kirkland or Redmond.

6. Administration. This Agreement shall be jointly administered by the public works directors of Kirkland and Redmond.

7. Notices. Any notices required by this Agreement shall be given in writing to the parties at the following addresses:

Kirkland:

Kurt Triplett
City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

Redmond

Angela Birney
Mayor
City of Redmond
P.O. Box 97010
Mail Stop CHEX
Redmond, WA 98073-9710

8. Severability. If any section, sentence, clause, or phrase of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other section, sentence, clause, or phrase.

9. Entire Agreement. This Agreement constitutes the final and completely integrated agreement regarding its subject matter and supersedes all prior agreements and understandings. This Agreement may be amended only by a written instrument signed by both parties.

CITY OF KIRKLAND

CITY OF REDMOND

Kurt Triplett, City Manager

Dated:_____

Angela Birney, Mayor

Dated:_____

APPROVED AS TO FORM:
OFFICE OF THE KIRKLAND CITY
ATTORNEY:

APPROVED AS TO FORM:
OFFICE OF THE REDMOND CITY
ATTORNEY:
