

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is between King County, a Washington municipal corporation ("the County"), and the City of Redmond, a Washington municipal corporation ("the City"), for the purposes set forth below.

RECITALS

A. The County is the owner of Marymoor Park, which is located on the north end of Lake Sammamish south of the Redmond city limits. Marymoor Park requires water for domestic and irrigation use.

B. The City is a purveyor of water and has provided water to Marymoor Park for irrigation purposes since the mid-1960s. The City is willing to provide additional water to Marymoor Park and to allow the County to extend additional water service from the City's water mains near Marymoor Park under certain terms and conditions.

C. In September 2017, the City and County entered into a MOU regarding Reclaimed Water use from the County's York Reclaimed Water Truck Fill Station, which MOU is in effect through September 2023 (the "September 2017 MOU"). The September 2017 MOU requires, among other things, that the City and the County resume discussions and development of a collaborative program for use of reclaimed water from the York Reclaimed Water Truck Fill Station in outside the City's Critical Aquifer Recharge Area (CARA) by the first quarter of 2019.

D. In January 2018, the City by Ordinance 2914, adopted interim regulations prohibiting the use of reclaimed water within the CARA ("Interim CARA Regulations") within the City limits. Ordinance 2914 directs the Mayor and City staff to bring forward permanent regulations relating to the City's CARA and use of reclaimed water within the CARA.

E. Nonetheless, 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 under appropriate conditions.

F. A significant portion of the City of Redmond's drinking water supply is provided by a shallow aquifer. The unique characteristics of Redmond's aquifer render it highly susceptible to surficial contamination. 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.

G. Based on the City's agreement to provide additional water service to Marymoor Park, the County has determined that it is unnecessary to utilize reclaimed water at Marymoor Park and has agreed not to supply reclaimed water to other persons for use within the City's Critical Aquifer Recharge Area (CARA) during the term of this MOU.

H. In order to resolve any outstanding issues related to the use of reclaimed water and irrigation needs at the County's Marymoor Park, the City and the County have agreed on the terms for restricting the use of reclaimed water within the City's CARA and terms under which the City will provide additional domestic and irrigation water to Marymoor Park by allowing the County to extend water service from the City's water mains. The MOU sets forth the agreed-upon terms and conditions.

AGREEMENT

THE CITY AND THE COUNTY AGREE AS FOLLOWS:

1. **Purpose of MOU.** The purpose of this MOU is to establish the terms and conditions under which the City will supply additional domestic and irrigation water outside the City limits to Marymoor Park and will allow extension of water service to Marymoor Park by the County. Given the City's longstanding provision of water service to Marymoor Park, the City has determined that a utility extension agreement is not required under Redmond Municipal Code (RMC) 13.36.020 and the parties agree that this MOU shall be in lieu of a utility extension agreement.

2. **City's Agreement to Provide Water.** The City agrees to provide domestic and irrigation water to Marymoor Park under the terms and conditions set forth in this MOU.

3. **County to Extend Service – Costs of Extension.** The City hereby authorizes the County to connect to City water main(s) to the east and/or west of Marymoor Park and to extend domestic and irrigation water service from said mains to Marymoor Park. The County will be responsible for all costs of designing, engineering and constructing the water service extension, including the installation of domestic and irrigation water meters of sufficient size to accommodate the volume of water anticipated. All construction of the extension will be done to City standards and according to plans approved by the City's public works department. The County will obtain any necessary permits from the City at the County's sole cost and expense. The City shall not unreasonably delay, condition or deny any approvals or permits needed by the County to construct the extension of water service to Marymoor Park. The parties agree that the County's design, engineering and construction of an extension of water service shall be to serve Marymoor Park and adjacent ballfields owned by the City of Bellevue exclusively and the County shall not extend water service to any other property. If the County's construction may be used for any development, project or property located in the City, then the County shall be entitled to request that the City enter into a latecomer agreement pursuant to RCW 35.91.020 prior to construction. The County shall be solely responsible for any costs associated with determining the reimbursement area and the pro rata reimbursement to be collected from properties located within the reimbursement area.

4. **Pressure Zones.** The City's water mains to the east and west of Marymoor Park are different pressure zones. No connection between the two pressure zones is authorized by this MOU and all facilities constructed by the County to extend water service to Marymoor Park shall maintain separation of the pressure zones.

5. **Ownership of Facilities.** Any water mains or other facilities constructed by the County within City-owned rights-of-way up to and including the water meter shall be turned over and conveyed to the City upon completion of construction and acceptance by the City as part of the City water system. The water meter shall be located in a City-owned right-of-way or in an easement area granted to the City as close as practicable to the boundary of Marymoor Park. Any water lines or other facilities constructed on the Marymoor Park side of the water meter or in any right-of-way not owned by the City shall remain the sole property and responsibility of the County.

6. **Connection Fees and Water Rates.** The County shall pay all water connection fees and capital facility charges required for similar outside-City connections under Redmond Municipal Code (RMC) Title 13, in effect at the time of connection and the regional connection and capital facility charge imposed by Cascade Water Alliance in effect at the time of connection. The County shall also pay for all City water supplied to Marymoor Park at the rates established for properties located outside the Redmond city limits in RMC Title 13, which are in effect at the time the water is supplied.

7. **Water Supply and Use.** The supply and use of City water under this agreement shall be subject to the City's ordinances and rules of a general nature which are applicable to similar supply and uses within or outside City limits, including but not limited to, the ability to impose restrictions on supply and use during drought conditions.

8. **Reclaimed Water.** As additional consideration for the City's agreement to provide water service to Marymoor Park and to allow the County to extend water service to Marymoor Park from the City's water mains, the County agrees that:

A. The County will not use reclaimed water at Marymoor Park or other County-owned lands within the City's CARA for irrigation or other purposes while this MOU is in effect, unless this provision is amended by the mutual agreement of the City and County. A map showing the City's CARA is attached to this MOU as Exhibit A and incorporated herein by this reference as if fully set forth; and

B. While this MOU is in effect, and unless otherwise agreed to by the City and County the County will not supply, sell, or otherwise authorize the use or application of reclaimed water from the County's reclaimed water transmission lines, commonly known as the County's "purple pipes," to third parties for irrigation or other application or use within the City's CARA; and

C. The City may update the CARA map from time-to-time as the City's boundaries change or more technical information becomes available regarding the City's CARA, including the CARA boundaries. Before the CARA map is updated, the City shall provide the County with at least 60 days prior written notice of its intent to update the CARA map along with a copy of the proposed updated map and the reasons for the proposed changes. The City and County agree to discuss collaboratively whether or not the prohibition on use and application

of reclaimed water set forth in Section 8 B above shall extend to any changed areas identified in the updated CARA map, taking into account the impacts such prohibition may have on the County and/or on the County's then existing reclaimed water customers including but not limited to, the County's legal and/or contractual obligations to provide reclaimed water to a then-existing reclaimed water customer. The parties agree that if the CARA map is changed in the future to include a customer already being supplied with reclaimed water by the County as of the date of this MOU, then the County may continue to supply, sell, or otherwise use or apply reclaimed water to such customer in order to fulfill the County's contractual or other legal obligation(s) unless the parties otherwise agree in writing on how to address those obligations. If the CARA map is changed in the future to include customers that have become customers after the date of this MOU, then the County shall terminate its contractual obligation to serve such customer as soon as legally possible and may continue to supply, sell, or otherwise use or apply reclaimed water to such area or customer only until the effective date of such termination.

D. To the extent set forth above, the commitments made by the County under this Section 8 apply to the entirety of the City's CARA shown on Exhibit A, as the same now exists or is hereafter amended, including both that portion of the CARA located inside the Redmond city limits and that portion of the CARA located outside City limits.

9. **Duration.** This MOU shall become effective upon signature by the City and the County and shall remain in effect until terminated as provided in Section 10 below.

10. **Termination.** During the first ten (10) years that this MOU is in effect, this MOU may be terminated only by the mutual agreement of the parties. After ten years have passed since the effective date of this MOU, either party may terminate this Agreement without the consent of the other upon giving two (2) years' advance written notice to the other party. Either party's exercise of its right to terminate this Agreement is not subject to dispute resolution under section 12 below.

11. **Administration.** This MOU shall be jointly administered by the Director of the County's Department of Natural Resources and Parks and the City's Public Works Director.

12. **Dispute Resolution.**

A. The parties agree to use their best efforts to prevent and resolve disputes at the lowest administrative level by good faith cooperation and negotiation. If a dispute arises between the parties regarding any matter within the scope of this Agreement, either party may invoke the dispute resolution process set forth in this Section 12 by notifying the other party in writing. If either party invokes the dispute resolution process, the County's Director of the Department of Natural Resources and Parks and the City Public Works Director shall meet to discuss and attempt to resolve the dispute in a timely manner. If the dispute cannot be resolved by the Director of the Department of Natural Resources and Parks and the City Public Works Director within ten (10) business days from the date that the dispute resolution process was invoked, then the County Executive shall meet with the City's Mayor to discuss and attempt to resolve the dispute in a timely manner. If the dispute cannot be resolved by the County

Executive and the Mayor within ten (10) business days, then either party may declare the dispute to be at an impasse.

B. In the event of an impasse after completion of the process described in Section 12(A) above, the parties are free to file suit, seek any available legal remedy, or agree to other dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the parties shall continue to perform any undisputed obligations and make any undisputed payments required by this Agreement in the same manner and under the same terms as existed prior to the dispute. Nothing in this Section 12 shall be construed to prohibit either party from exercising its right to terminate this agreement as provided in Section 10 or be construed as a pre-condition to the exercise of such right.

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

CITY OF REDMOND:

Martin Pastucha, Public Works Director
City of Redmond
15670 NE 85th Street
P.O. Box 97010
Mail Stop 4NPW
Redmond, WA 98073-9710

KING COUNTY

Christie True, Director
Department of Natural Resources and Parks
King County
201 S Jackson Street, Room 700
Mail Stop KSC-NR-0700
Seattle, WA 98104-3855

The parties may designate other representatives from time to time to receive notices and communications. Any change in the designated representatives shall be made by written notice given as provided in this section. 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.

14. General Provisions.

A. This MOU shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. The venue for any action under this Agreement shall be the Superior Court of King County, Washington.

B. Time is of the essence in every provision of this MOU. Unless otherwise set forth in this MOU, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

C. This MOU is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. There are no third party beneficiaries of this

MOU. No other person, firm, corporation, or entity shall have any right of action based upon any provision of this MOU.

D. No joint venture or partnership is formed as a result of this MOU. Each party to this MOU is acting as an independent contractor and no employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of the other party.

E. This MOU has been reviewed and revised by legal counsel for both parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this MOU. The parties intend this MOU to be interpreted to the full extent authorized by applicable law.

F. Each party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this MOU.

G. The parties shall not be deemed in default with provisions of this MOU where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow-downs, or power outages exceeding back-up power supplies. This MOU shall not be terminated, nor shall a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, public right-of-way, public property, or private property.

H. Section headings are intended as information only, and shall not be construed as controlling the substance of the section they caption.

I. Each party warrants that it is authorized to enter into this MOU and to fulfill the commitments made herein.

J. In construction of this MOU, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

K. In case any term of this MOU shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this MOU shall in any way be affected thereby.

L. Neither party may assign all or any portion of the benefits or obligations of this MOU without the express written consent of the other party.

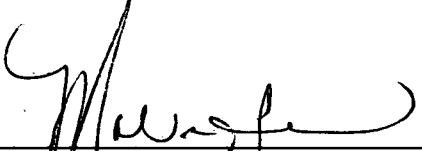
15. **Listing on Website - Effective Date.** Each party shall list this MOU on its website or other electronically retrievable public source as soon as practicable after signature by both parties.

16. **Effect of CARA Regulations/Entire Agreement.** If the City's permanent CARA regulations provide, or are amended to provide, for the use of reclaimed water within the City's CARA, the County shall be allowed to use, sell, or supply reclaimed water for use within the CARA as long as such use, sale, or supply complies with the City's regulations. This MOU constitutes the entire agreement of the County and the City with respect to the provision of water service to Marymoor Park and the supply of reclaimed water by the County for use within the City's CARA (other than from the York Truck Fill Station which is covered by the September 2017 MOU). This MOU supersedes all prior negotiations (oral and written), understandings and agreements with respect to the subject matter of this MOU. The parties agree that the September 2017 MOU shall remain in full force and effect and is not superseded by this agreement. This MOU may be amended only by a written instrument executed by both the City and the County.


EXECUTED by the City and the County on the dates set forth below.

CITY OF REDMOND

KING COUNTY



Mayor John Marchione
Date: 9/25/18



Christie True, Director
King County Department of Natural
Resources and Parks
Date: 9/11/18

CITY CONTRACT ROUTING & APPROVAL

Instructions on Back

Project Title: Memorandum of Understanding w/King County

Project No: N/A

Type of Service: Agreement

Provider of Service: Redmond to/for King County

Source of Funding: N/A

Original Contract/Agreement Amount: N/A Estimated Start Date: 9/30/2018

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

Proposed Increase: Council Approval Date: 8/21/2018

New Contract Total: Estimated Completion Date: 10 YEAR CYCLE

Project Administrator: Gary Schimek Ext: 2742

Return contract to: Tess Sturtevant Mailstop: 2NPW Ext: 2873

Supervisor/Manager Signature: Gary Schimek Date: 9/14/18
Department Head/Designee Signature: Tess Sturtevant Date: 9/14/18

Remarks: MOU between Redmond and King County to provide additional water to Marymoor Park. Additionally this MOU allows King County to extend water service from Redmond's water mains under certain terms and conditions.

AM NO 18-124

ROUTING PROCESS: (___ copies)

To: City Clerk (for routing and signatures) Date: 9/18/18
Risk Manager Date: 9/28/18
City Attorney Date: 9/18/18
Mayor Date: 9/28/18
City Clerk Date: 9/26/18

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 8811

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.