

# APPENDIX D

## SOOS CREEK WATER AND SEWER DISTRICT

### AGREEMENT FOR THE CONVEYANCE OF SEWAGE

THIS AGREEMENT made as of this 17<sup>th</sup> day of JANUARY 2006,

between the Soos Creek Water and Sewer District, a Washington municipal corporation herein after referred to as the "District" and King County, a political subdivision of the State of Washington, herein after referred to as the "County";

WITNESSETH:

WHEREAS, the parties have entered into a long term agreement for sewage disposal dated August 1, 1963, as amended, herein after 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 identified sewage conveyance facility alternatives in the Soos Creek Planning Zone consisting of trunk and interceptor sewers, and pumping stations that was also referred to as the CSI Soos Creek Plan; and

WHEREAS, the County and the District entered into an agreement on May 20, 2002 that provided for the construction of certain conveyance facilities referred to as Alternative 3A(3) of the CSI Soos Creek Plan; and,

WHEREAS, in March, 2005, the County distributed a Draft Predesign Report for the conveyance facilities identified in the CSI Soos Creek Plan for review and comment; and

WHEREAS, following review of the Draft Predesign Report, comments by the District and a value engineering effort by the County, the County and the District identified other alternatives that could either delay or reduce the need to construct the conveyance facilities identified in the Predesign Report while still maintaining adequate capacity to convey sewage from the Soos Creek Planning Zone; and

WHEREAS, the District and the City of Black Diamond are parties to an agreement dated September 5, 1990 whereby the District conveys sewage from County operated facilities that serve the City through District facilities to a point of connection with downstream County facilities; and

WHEREAS, the County plans to assume responsibility for the conveyance of the City of Black Diamond's sewage by entering into this agreement with the Soos Creek Water and Sewer District to have District convey the City's flows through District facilities beginning at the Districts' Lift Station 11 and culminating at the District's point of discharge to the County's S.E. 277<sup>th</sup> Street Interceptor;

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 "Average Wet Weather Flow" shall mean the average flow during the wet season that recurs between November 1 and April 30 throughout the duration of this Agreement.

Section 2. Responsibilities of District. The District shall continue to be responsible for the construction, maintenance, and operation of all District-owned sewerage facilities. From July 1, 2010, or the actual on-line date of the Black Diamond Storage Facility described in Section 3 of this Agreement, and continuing until June 30, 2013, or three years after the actual on-line date of the Black Diamond Storage Facility, the District shall convey all sewage delivered via the County's Black Diamond Trunk <sup>what is this</sup> from the District's Lift Station 11 to the County's S.E. 277th Street Interceptor using its own conveyance facilities. Beginning July 1, 2010, or the actual on-line date of the Black Diamond Storage Facility, the District will transfer and the County will assume any and all obligations the City of Black Diamond may have to the District under the agreement entered into September 5, 1990. Provided, however, that those portions of the agreement between the City of Black Diamond and the District pertaining to the District's service area within Black Diamond's current or future corporate boundaries shall remain in effect. The District shall also be responsible for participating in the flow-monitoring plan identified in Section 6 of this Agreement.

Section 3. Development of County Facilities in the Soos Creek Planning Zone. To manage peak flows from Black Diamond, the County intends to design, construct, own, and operate an approximate 0.6 million-gallon storage facility upstream of the Black Diamond Pump Station. The storage facility shall be constructed and operational by no later than December 31, 2010.

Section 4. Responsibilities of the County. The County shall be responsible for delivering wastewater flows from the City of Black Diamond to the District at its Lift Station 11. For conveying wastewater flows as described in Section 2 above, the County will pay the District \$4.55 per ERU in November 2005 dollars to cover its share of the District's expenses associated

with operating and maintaining its sewerage system as well as depreciation of the District's facilities. This rate is determined by averaging the previous year's five highest peak day flows and then dividing that average by the maximum pumping capacity at Lift Station 10 and 11 respectively. This ratio is then applied to the District operations, maintenance, power, and depreciation costs for those facilities and their downstream conveyance systems. The District shall recompute the rate, according to the formula contained in this Section, when the storage at Black Diamond comes online and then annually thereafter. The District shall inform the County of all recomputed rates at least 90 calendar days prior to the recomputed rate taking affect; and shall simultaneously provide the County with documentation used by the District to recompute the rate. The County shall review the recomputed rate and documentation, and then inform the District of its review findings at least 30 calendar days before the recomputed rate is scheduled to take effect. Any disputes that arise from the County's review of the recomputed rate shall be resolved according to the provisions contained in Section 14 of this Agreement.

The rate calculation is summarized by the following formulas:

$$\text{Rate} = C_{BD} \div \text{ERU}$$

$$C_{BD} = C_{10} * (Q_{BD} \div Q_{10}) + C_{11} * (Q_{BD} \div Q_{11})$$

Where:

- Rate is the cost per ERU to be paid to the District by King County for flow from the City of Black Diamond;
- $C_{BD}$  is the City of Black Diamond's share of the District's operations, maintenance, power, and depreciation costs for the District's facilities that convey flow from the City of Black Diamond.
- ERU is the highest number of ERU in the City of Black Diamond for the previous year.
- $C_{10}$  is the District's total costs for operations, maintenance, power, and depreciation at Lift Station 10B and any conveyance systems downstream of Lift Station 10B.

- $C_{11}$  is the District's total costs for operations, maintenance, power, and depreciation at Lift Station 11 and any conveyance systems downstream of Lift Station 11.
- $Q_{BD}$  is the average of the five highest peak flows from the City of Black Diamond for the previous year.
- $Q_{10}$  is the maximum capacity at Lift Station 10B.
- $Q_{11}$  is the maximum capacity at Lift Station 11.

Section 5. Capacity Standard and Exceedance of Standard. It is the County's intent to continue to have the District convey flows as described in Section 2 of this Agreement beyond June 30, 2013, provided that the average wet-weather flow at the District's Lift Station 11 does not exceed 1/3 of the District's stated design capacity for the Lift Station (currently 4.6 MGD) between November 1st and April 30th of any given year. If the County in its sole discretion determines that the average wet-weather flow at the District's Lift Station 11 exceeds 1/3 of the District's stated design capacity for Lift Station 11, the County shall notify the District of such and shall begin planning, design, and construction work to develop additional conveyance capacity for the Soos Creek Planning Zone. The District shall be obligated to continue accepting flows under the terms of this Agreement until such time as these new County facilities have been constructed and are operational; or, for a period of five years from the date the capacity standard is exceeded – which ever time period is shorter. If during the five-year period the County chooses to exercise its right not to renew this Agreement under the terms of Section 10 of this Agreement, then the District will no longer be obligated to continue accepting flows under the terms of this Agreement.

Section 6. Flow Monitoring. The District and the County shall begin to perform flow monitoring jointly within six months of the execution date of this Agreement and shall continue according to the provisions of this Section throughout the term of this Agreement.

The District shall install and maintain the following:

1. A magnetic flow meter or other such flow measuring device at Lift Station 10B on the station's force main to measure and record pressurized flows from Lift Station 10B;
2. Two Doppler flow meters or other such flow measuring devices on the force mains from Lift Stations 11 and 15B (meters will share a common vault on SE 256th Street, approximately 520 feet east of that street's intersection with 170th Place SE) to measure and record pressurized flows from each station respectively;
3. An area velocity flow meter with an ultrasonic, echo ranging type open channel flow monitor or equivalent measuring device to measure and record flows from the Black Diamond Trunk where it discharges sewage into the District's conveyance system at Manhole 791-A.

The County shall install and maintain the following:

1. An area velocity flow meter with either a digital Doppler radar velocity or a Doppler ultra sonic velocity sensor with ultrasonic pulse echo and pressure transducer. Either meter type will measure open channel flows at Lift Station 14;
2. Wet-well level sensors that are capable of measuring water levels up to each over flow point at Lift Stations 11, 14, 15B, and 10B;
3. Pump on/off meters capable of monitoring pump activity at one-minute intervals at Lift Stations 11, 14, 15B, and 10B in conjunction with wet-well level sensors; and,
4. One self-calibrating pressure sensor at the first upstream manhole to Lift Station 15B.

All monitors and sensors installed by the District and the County shall be capable of providing weekly data downloads.

The District and the County shall maintain their respective monitors and sensors in good working order continuously for the duration of this Agreement. The County shall coordinate with the District at least 24 hours prior to accessing any District facilities to install and maintain the County's monitors and sensors or to retrieve data from those monitors and sensors as needed.

The District and the County will generate and share flow-monitoring reports that include data from every flow monitor or sensor for which each party is responsible. These reports shall, at a minimum, be generated and shared on a monthly basis from November 1<sup>st</sup> through April 30<sup>th</sup>, of each year that this agreement is in force. The County and the District can also request monthly reports for any other month in a given year that this Agreement is in force.

Section 7. Changed Conditions. The Capacity Standard and Exceedance of Standard detailed in Section 5 of this Agreement are based on current system conditions that are subject to change over time. The County and District agree that changes to either the Capacity Standard or Exceedance Standard can be negotiated as a part of the Agreement renewal process contained in Section 10 of this Agreement.

Section 8. Implementation Considerations. Exceedance of the Capacity Standard contained in Section 5 of this Agreement may be due to an anomaly, such as a system breakdown by either the District or County, or a major flow event triggered by a 100-year storm or other such unusual occurrence. The County and the District may review the conditions that lead to the exceedance of the capacity standard and mutually agree that its occurrence does not warrant the County initiating planning, design, and construction work to develop additional conveyance capacity for the Soos Creek Planning Zone. Nothing in this Section is intended to limit the County's authority under Section 5 of this Agreement.

Section 9. 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; except for the sewage conveyance arrangement described in Section 2, which shall be subject to regular three (3) year renewals the initial term of which begins July 1, 2010, or the actual on-line date of the Black Diamond Storage Facility described in Section 3 of this Agreement.

Section 10. Renewal of Conveyance Arrangement. Renewal of the conveyance arrangement in Section 2 of this Agreement shall be at the sole discretion of the County and consist of a written notice by the County to the District notifying it of the County's intention to either renew or terminate said arrangement. The written notice shall be sent to the District at least ninety (90) calendar days before the expiration date of each three-year renewal period. The District shall then have thirty (30) calendar days to notify the County in writing that it concurs with the County's intent. If the County fails to provide such notice, then the agreement shall remain in effect. Failure by the District to respond to the County's notice shall represent agreement with the County's notice.

Section 11. Notice. Whenever in this Agreement notice is required to be given, the same shall be given by registered mail to both parties at the following addresses:

King County  
201 S. Jackson Street  
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 12. 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 13. Remedies. In addition to the remedies provide by law, this Agreement shall be specifically enforceable by either party.

Section 14. 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 District 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 15. 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]  
NOTARY, RENTON, WA

