CITY OF REDMOND AND CITY OF KIRKLAND INTERLOCAL AGREEMENT FOR INTERIM SEWER SERVICE FOR ST. GEORGE COPTIC CHURCH

THIS 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

A. St. George's Coptic Orthodox Church ("the Church") owns property located on the northeast corner of NE 100th Street and 132nd Avenue NE ("the Church Property"). The Church Property is legally described on Exhibit A attached to this Agreement and incorporated herein by this reference as if set forth in full. The Church Property has recently been annexed to the Redmond.

B. Redmond owns and operates a sanitary sewer system within Redmond. The closest Redmond sewer location to the Church Property is in the intersection of NE 100th Street and 140th Avenue NE, approximately 2700 feet east of the Church Property.

C. Kirkland owns and operates a sanitary sewer system within Kirkland. The closest Kirkland sewer location to the Church Property is in the intersection of NE 100th Street and 132nd Avenue NE, approximately 50 feet from the Church Property.

D. The Church desires to develop its property with a church and has requested that Redmond and Kirkland allow the Church to connect to the Kirkland sewer rather than having to extend the Redmond sewer 2700 feet to the Church Property.

E. In order to allow the Church to develop, Kirkland and Redmond have agreed on certain terms and conditions under which the Church would be allowed to temporarily connect to and be serviced by the Kirkland sewer until such time as the Redmond sewer is extended to a location at which the Church may connect.

AGREEMENT

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 Church Property through connection to Kirkland's sewer system.

2. Redmond to Connect Temporary Main. Kirkland hereby grants Redmond permission to connect an eight inch (8") sanitary sewer main ("the Redmond main") to the existing Kirkland sewer manhole on the eastern edge of the 132nd Avenue NE right-of-way in the northerly half of NE 100th Street. The Redmond main will be extended to the eastern portion

of 132nd Avenue NE and then extended northerly to the northern boundary of the Church Property. All construction shall be accomplished at Redmond's sole cost and expense. Redmond shall obtain any necessary permits from Kirkland to make the connection and shall obtain Kirkland's approval of plans for the connection.

3. **Church to Connect to Redmond Main.** The Church will connect the Church Property to the Redmond main by side sewer extension. No other connections will be allowed by Redmond. Kirkland agrees to accept wastewater from the Church Property into the Kirkland sewer system for transmission to King County for treatment and disposal, provided, that the Church shall comply with all rules and regulations of King County, Kirkland, and Redmond, with respect to such wastewater disposal in that order of priority.

4. **Church to Construct Additional Main.** As a condition of development approval for the church, Redmond will require the Church to construct a portion of the sewer main that will ultimately be needed to serve the Church Property from the Redmond sewer system. This additional main will likely be in NE 100th Street between 132nd Avenue NE and 134th Avenue NE and in 132nd Avenue NE along the frontage of the Church Property. This additional main will be approximately 800 feet in length and will be constructed at no cost or expense to Kirkland. At such time as Redmond sewers are extended in NE 100th Street between 140th Avenue NE and 134th Avenue NE, the Church will be disconnected from the Redmond main described in Section 3 above and connected to the additional main described in this Section.

5. **Church to be a Redmond Customer.** The Church 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 Church directly for sanitary sewer service.

6. **Redmond to Compensate Kirkland.** Redmond shall pay to Kirkland twenty percent (20%) of the local collection component of Redmond sewer service charge to the Church as compensation to Kirkland for transmission of the Church's sanitary sewage to King County for treatment and disposal. Redmond shall report flows for the Church to King County and pay the regional wastewater treatment charges for the Church'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.

7. **Kirkland Sewer Capital Facility Charge (SCFC).** The Church shall pay the applicable Kirkland SCFC to the City of Kirkland prior to issuance of a Building Permit for the new Church. If the Church is connected to the Redmond sewer system within 10 years after the SCFC is paid, the Church may request a refund from the City of Kirkland for a portion of the SCFC. The refund will be calculated pro rata based on the amount of time remaining on the ten years when the Church connects to the Redmond sewer.

8. **Duration.** This Agreement shall take effect on the date the last party signs the same and shall terminate upon disconnection of the Church Property from the Redmond main described in Section 3 and connection to the additional main described in Section 4. Termination prior to that date may be accomplished only by:

A. Mutual agreement of Redmond and Kirkland; or

B. 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.

9. Property and Financing. No joint property is being acquired by the parties to this Agreement and both the Redmond main described in Section 3 and the additional main described in Section 4 shall at all times be solely owned by Redmond. 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.

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

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

Kirkland:	Redmond
Kurt Triplett City Manager City of Kirkland 123 Fifth Avenue Kirkland, WA 98033	John Marchione Mayor City of Redmond P.O. Box 97010 Mail Stop CHEX Redmond, WA 98073-9710

12. 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. The parties agree that in the event such invalidity or unenforceability deprives either party of any of the benefits provided herein, as determined by the party who believes they have been so deprived, a replacement provision will be negotiated to restore those benefits. In the event a replacement provision cannot be negotiated, the Agreement will be deemed terminated and the Church's connection to the Kirkland system will be immediately disconnected by Redmond or by Kirkland or its agents at Redmond's expense.

13. Entire Agreement. This Agreement constitutes the final and entire agreement and understanding between the parties concerning the provision of sewer service to the Church and supersedes all prior agreements and understandings. This Agreement may be amended only by a written instrument signed by both parties.

CITY OF KIRKLAND

Kurt Triplett, City Manager
Dated: 2/17/11

CITY OF REDMOND

John Marchione, Mayor
Dated: 2/4/11

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

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

EXHIBIT "A"
LEGAL DESCRIPTION

The east 50 feet of the West half of the South half of Tract 5 in Block 158 of Burke & Farrar's Kirkland Addition to the City of Seattle Division No. 31, as per plat recorded in Volume 25 of Plats, page 26, records of King County,
And that portion of the East half of the South half of said Tract 5 and that portion of Tract 6 of said Block 158, lying West of the following line:

Beginning at a point on the South line of said Tract 6 which is 280 feet East from the Southwest corner of Tract 6, thence North 1°38'12" East to the North line of the South half of said Tract 5, parallel with the West margin thereof;

Situate in the County of King, State of Washington