

Amended and Restated Agreement to Coordinate Reclaimed Water

This Amended and Restated Agreement to Coordinate Reclaimed Water (“Agreement”) is made by and between King County, a home rule charter county and a political subdivision of the State of Washington (“County”) and Cascade Water Alliance, a joint municipal utilities services authority (“Cascade”), (collectively, the “Parties,” and individually a “Party”) and shall take effect on the “Effective Date” defined in Section 3.01.

RECITALS

A. Cascade is a municipal corporation comprised of seven Members: the five cities of Bellevue, Issaquah, Kirkland, Redmond, and Tukwila, and the two water-sewer districts of Sammamish Plateau and Skyway (“Members”). These cities and districts formed Cascade as a joint municipal utility services authority under Chapter 39.106 RCW for the purpose of establishing a regional approach to providing a safe, clean, and reliable water supply to residents and businesses. Cascade is governed by a board of directors consisting of representatives appointed from each Member’s governing body.

B. Cascade’s regional water service area includes the individual retail service areas of its Members. Each Member owns, operates and maintains its own water distribution systems, including water treatment for independent water sources, maintenance of water quality within reservoirs and distribution systems, and local monitoring of water quality conditions. Cascade Members’ water service areas are included in Attachment 1 to this Agreement.

C. The County owns and operates five wastewater treatment plants, including the South Treatment Plant, Brightwater Treatment Plant, and Carnation Treatment Plant. The County produces Class A reclaimed water at these treatment plants, authorized under permits ST0007445, ST0045498, WA0032182, respectively. The Brightwater and Carnation Plants produce Class A reclaimed water through a process that includes membrane filtration and disinfection. The South Treatment Plant produces Class A reclaimed water through sand filtration and disinfection. By and through a piped conveyance system, filling stations, distribution agents, and other means, the County distributes, sells, or supplies reclaimed water off-site for irrigation, wetland enhancement, and commercial/industrial uses (“Distributes” or “Distribution”). The County’s existing reclaimed water customers and end uses or users located in Cascade’s regional water service area are identified on Attachment 2 to this Agreement.

D. The potential benefits of reclaimed water could include reducing wastewater discharges to Puget Sound, protecting the aquatic environment and the region’s freshwater resources, and preserving drinking water that would otherwise be used for irrigation. However, the use of reclaimed water should include consideration of any potential financial, public health, environmental and other impacts and a plan to address any impacts.

E. The County has initiated a system-wide planning effort that is intended to result in submission of an updated “Regional Wastewater Services Plan” (“RWSP”) to the Metropolitan King County Council (“County Council”) with a recommendation of formal action. The Parties are committed to exploring long-term approaches to integrated water management in a multi-

governmental setting as part of the update to the RWSP. The County is also directed by King County Motion 13483, passed by the County Council on May 31, 2011, to develop “policies to guide planning for reclaimed water” (“Reclaimed Water Policies”) that, at a minimum, address the components in Section B.2.a.-d. of the Motion, and to recommend such Reclaimed Water Policies for consideration and action by the County Council.

F. On January 10, 2019, the County and Cascade entered into an Agreement to Coordinate Reclaimed Water which terminates on December 31, 2025 (the “Existing Agreement”). It is the intent of the County and Cascade to continue to collaborate on a framework for Distribution and use of reclaimed water and to consider ways that reclaimed water uses can complement potable water uses in a mutually and regionally beneficial manner. The Parties intend for this Agreement to amend and restate the Existing Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein, and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1: Purpose and Intent

1.01 The Parties intend to coordinate the Distribution and use of reclaimed water in Cascade’s service area. This Agreement is intended to provide certainty to the Parties and stakeholders by restating, amending, and extending the duration of the Existing Agreement.

1.02 The Parties agree that the Distribution and use of reclaimed water in Cascade’s service area shall be limited to uses that do not displace uses of potable water by customers of Cascade’s Members.

1.03 For the duration of this Agreement, the County will not add new reclaimed water customers or end uses or users inside the service area of a Cascade Member except for uses mutually agreed upon in writing between a Cascade Member and the County. Written agreements shall be consistent with Section 1.02 above.

1.04 Cascade will continue to support and facilitate negotiations between the County and a Cascade Member, assist in resolving any technical or disputed issues and maintaining consistency with Cascade policies, and otherwise support the negotiation, drafting, and execution of any agreement by and between the County and a Cascade Member pursuant to Section 1.03.

1.05 The Parties fully commit to the reclaimed water discussions and agree to not pursue reclaimed water legislation in the Washington State Legislature for the term of this Agreement.

Section 2: Reclaimed Water Coordination

2.01 The County will update its reclaimed water policies through the update to its Regional Wastewater Services Plan. The County will coordinate and collaborate with Cascade in the update to these policies. This will include evaluation of the following policy areas:

- The County's intended Distribution area for reclaimed water, the Cascade Member's current and future service area, and terms and conditions for reclaimed water Distribution in Cascade's service area;
- Planning coordination, including integration of reclaimed water into regional and individual wastewater, water supply, and capital improvement plans;
- Decision-making for reclaimed water within the Cascade Member's current and future service area and costs and funding of the same;
- Terms and conditions regarding any use agreements or third-party Distribution agents;
- Protection of drinking water sources, and provisions for monitoring, sampling, and protective actions;
- Environmental uses of reclaimed water such as wetlands or streamflow augmentation.

2.02 Notwithstanding any provision in this Agreement, all of the County's existing agreements with existing reclaimed water customers and end uses/users located on parcels in Cascade's service area shall not be affected or modified by this Agreement. Said existing reclaimed water agreements are expressly authorized and permitted and shall remain in full force and effect pursuant to their original terms. A complete list of existing reclaimed water customers, end uses/users and parcels where reclaimed water is used within each Cascade Member service area along with use quantities and locations, is attached to this Agreement as Attachment 2 and it is incorporated herein by this reference.

2.03 In the event that a Cascade Member and the County agree to a new use or end user of reclaimed water at a new location, the Cascade Member and the County will enter into a written agreement that provides specific terms and conditions regarding reclaimed water Distribution and activities consistent with Section 1.02 of this Agreement. Nothing in this Agreement is intended to terminate or otherwise affect any existing agreement between the County and any Cascade Member.

Section 3: Administrative Provisions

3.01 If both Parties shall have duly approved and signed this Agreement, then this Agreement shall become effective as of August 31, 2025 ("Effective Date"). This Agreement shall terminate upon action by the County Council to adopt: 1) the updated Wastewater Systemwide Comprehensive Plan, either as an independent document or as an update or amendment of the 1999 Regional Wastewater Services Plan, and 2) a proposed ordinance amending existing King County Code section 28.86.100 (Water reuse policies) to include the Reclaimed Water Policies called for in Motion 13483. Notwithstanding this provision, this Agreement shall not terminate prior to December 31, 2029.

3.02 The Parties acknowledge that nothing in this Agreement shall be construed as limiting the legislative powers of the County Council regarding reclaimed water policies.

3.03 No separate legal or administrative entity is created by this Agreement.

3.04 Any joint or cooperative undertaking resulting from this Agreement does not require the joint financing, budgeting, acquisition, holding or disposal of any real or personal property.

3.05 To the extent necessary, this Agreement shall be administered jointly by the County's Wastewater Treatment Division and the Cascade's Chief Executive Officer.

Section 4: General

4.01 This Agreement is made under, and shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in state court in King County, Washington. The Parties' obligations under this Agreement are unique and, in the event of a breach, it may be impracticable to measure the resulting damages. Notwithstanding the availability of legal remedies, each Party will be entitled to obtain specific performance, injunctive relief, or other equitable relief requiring the other Party to cure or refrain from repeating any breach or default. Accordingly, each Party expressly waives the defense that a remedy in damages will be adequate and any and all requirements for posting of a bond or other security.

4.02 Unless otherwise specified in the Agreement, all notices and correspondence required or permitted pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses set forth below via electronic mail:

To Cascade: Chief Executive Officer
Cascade Water Alliance
contact@cascadewater.org

To County: Division Director, King County Wastewater Treatment Division
kgurol@kingcounty.gov

4.03 If any part or provision of this Agreement is held invalid or unenforceable as written, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed under applicable law.

4.04 The waiver of any breach of this Agreement or failure to enforce any provision of this Agreement shall not waive any later breach.

4.05 The term Party as used in this Agreement shall include, but not be limited to, the Party's employees, staff, agents, contractors, sub-contractors and any other persons, parties or entities acting on behalf of or providing services to the Party for the purposes set forth herein.

4.06 This Agreement is made for the sole benefit of the Parties and is not intended to benefit any other person or entity.

4.07 This Agreement may be executed in counterparts, each of which shall be deemed an original and with the same effect as if the Parties had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

4.08 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement and its provisions may be amended, supplemented, or terminated only by a writing duly approved and signed by each Party.

4.09 The Parties represent and warrant this Agreement is duly authorized, that each Party has the full power and authority to enter into this Agreement and to carry out the actions required of them by this Agreement, and all persons signing this Agreement in a representative capacity represent and warrant they have the full power and authority to bind their respective entities.

4.10 It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through meetings and discussions. If unsuccessful, then the Parties agree to submit the dispute to mediation administered by a professional mediator before resorting to a lawsuit. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation at the mediation.

4.11 The Parties agree to perform all duties and obligations in this Agreement with due diligence and in good faith. Time is of the essence to perform all duties and obligations in this Agreement.

4.12 As of the Effective Date, this Agreement amends, restates, and replaces in its entirety the Existing Agreement and the Existing Agreement shall be of no further force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

CASCADE WATER ALLIANCE

By: Penny Sweet

Penny Sweet, Chair, Board of Directors

Dated: 07-07-2025

Approval as to form and validity:

AK Law
Counsel for Cascade Water Alliance

KING COUNTY

Signed by:
By: [Signature]
6F7ECDE169354C2...

Kamuron Gurol, Division Director, King
County Wastewater Treatment Division

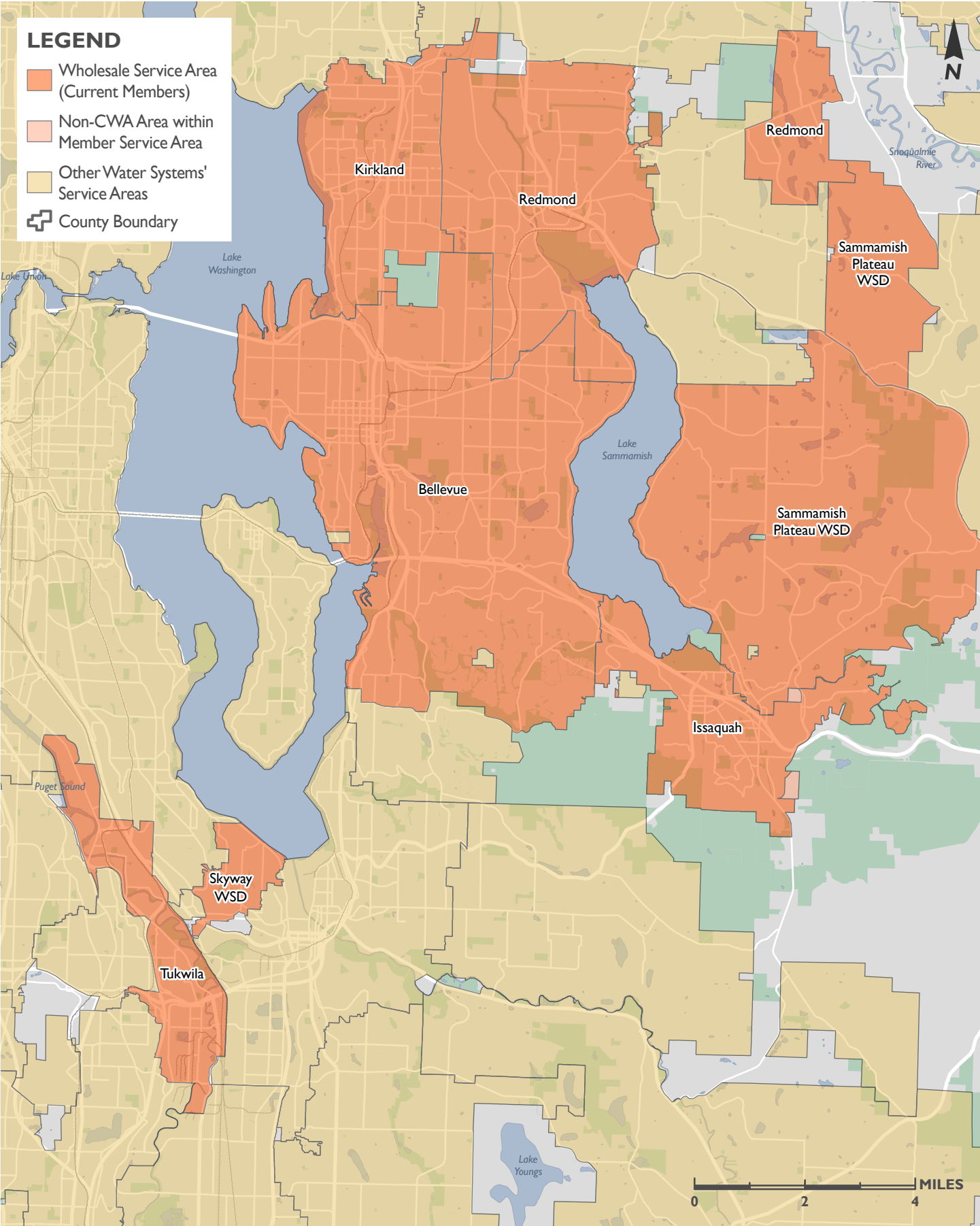
Dated: 7/29/2025

Approval as to form and validity:

Verna P. Bromley
King County Deputy Prosecuting Attorney

ATTACHMENT 1

[Attach water service area map for each Cascade Member.]

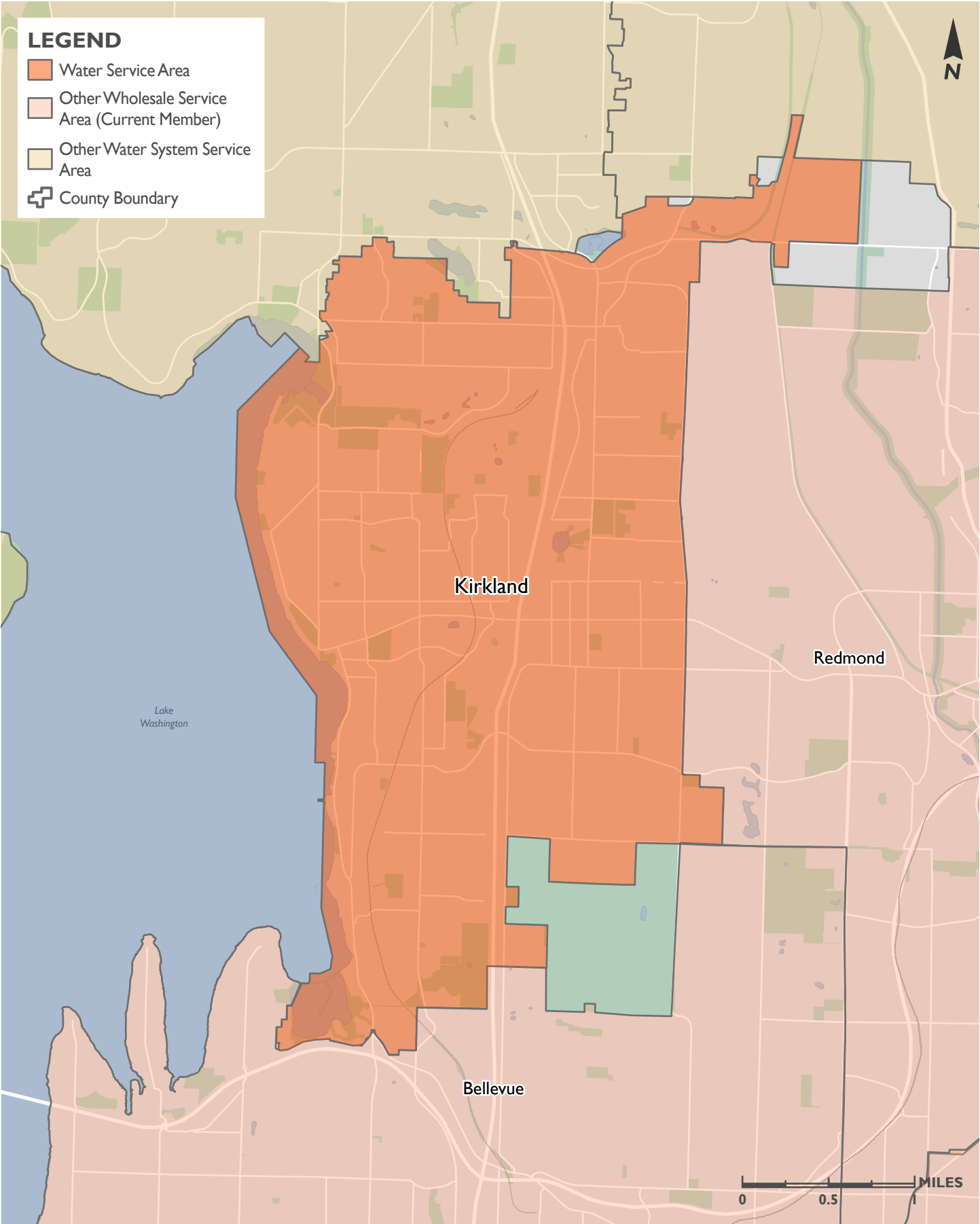


Current Member Water Service Areas Serving Cascade Water

Figure I

Cascade Water Alliance

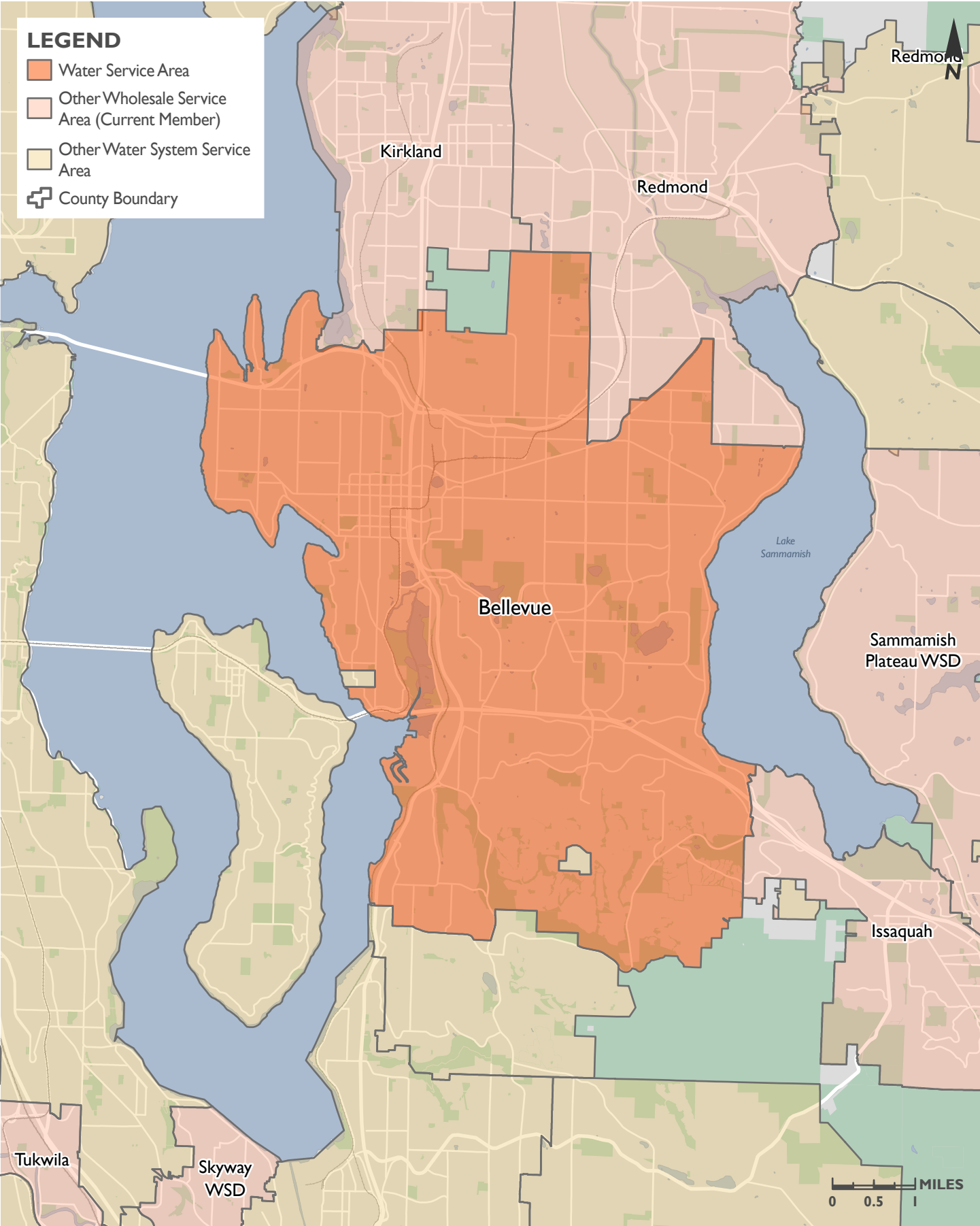




Kirkland Water Service Area
Cascade Water Alliance

Figure 2

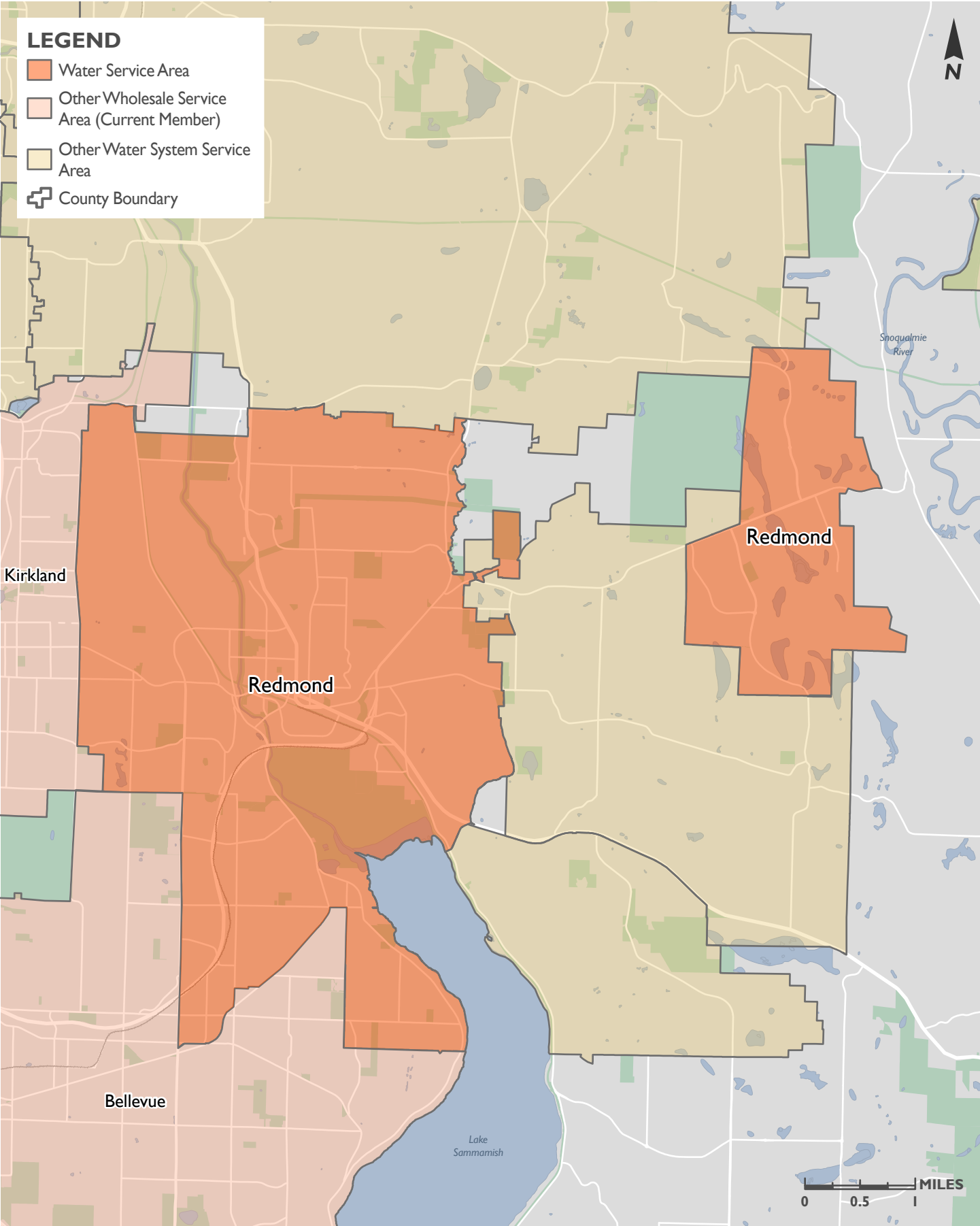




Bellevue Water Service Area
Cascade Water Alliance

Figure 3



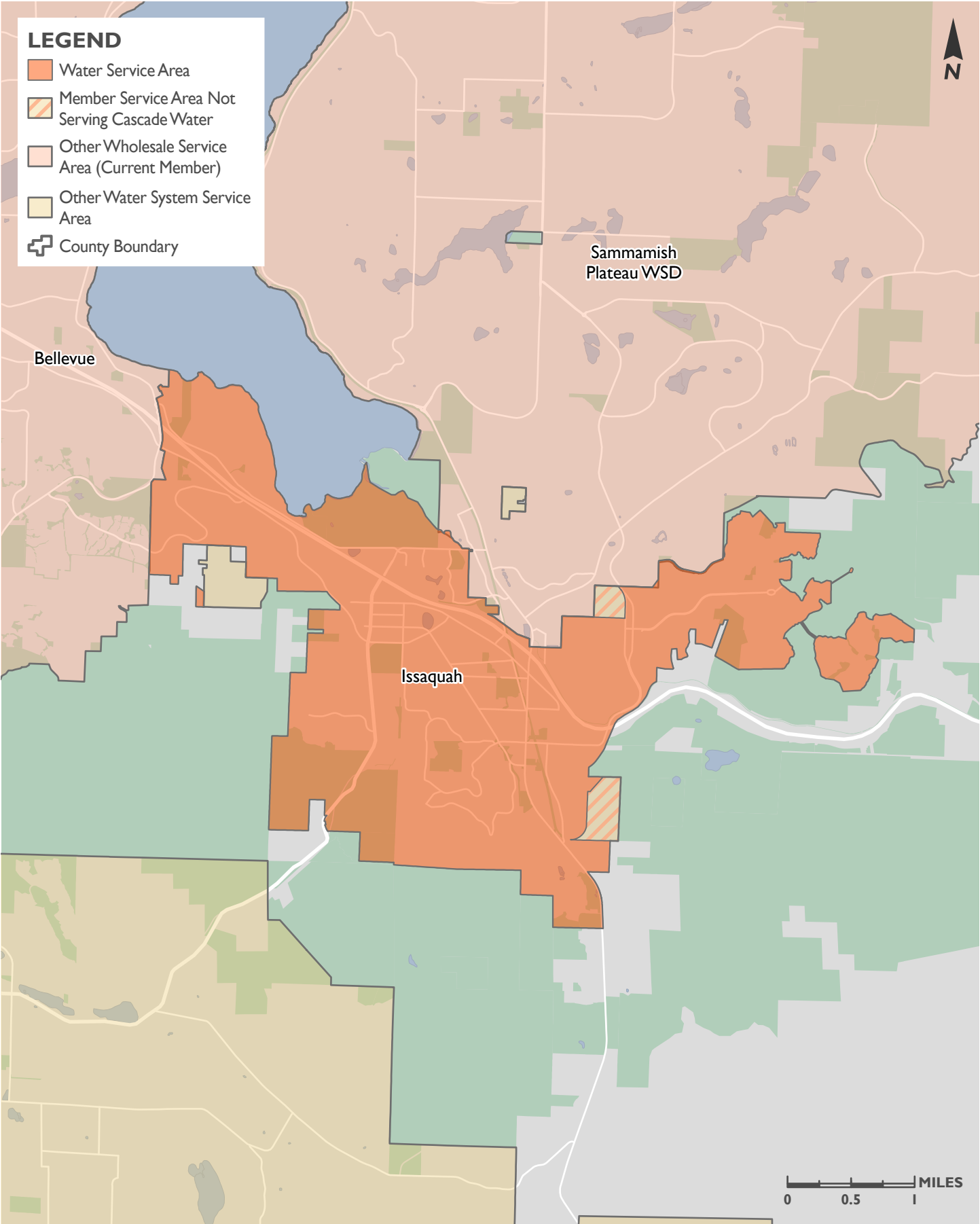


Redmond Water Service Area

Cascade Water Alliance

Figure 4



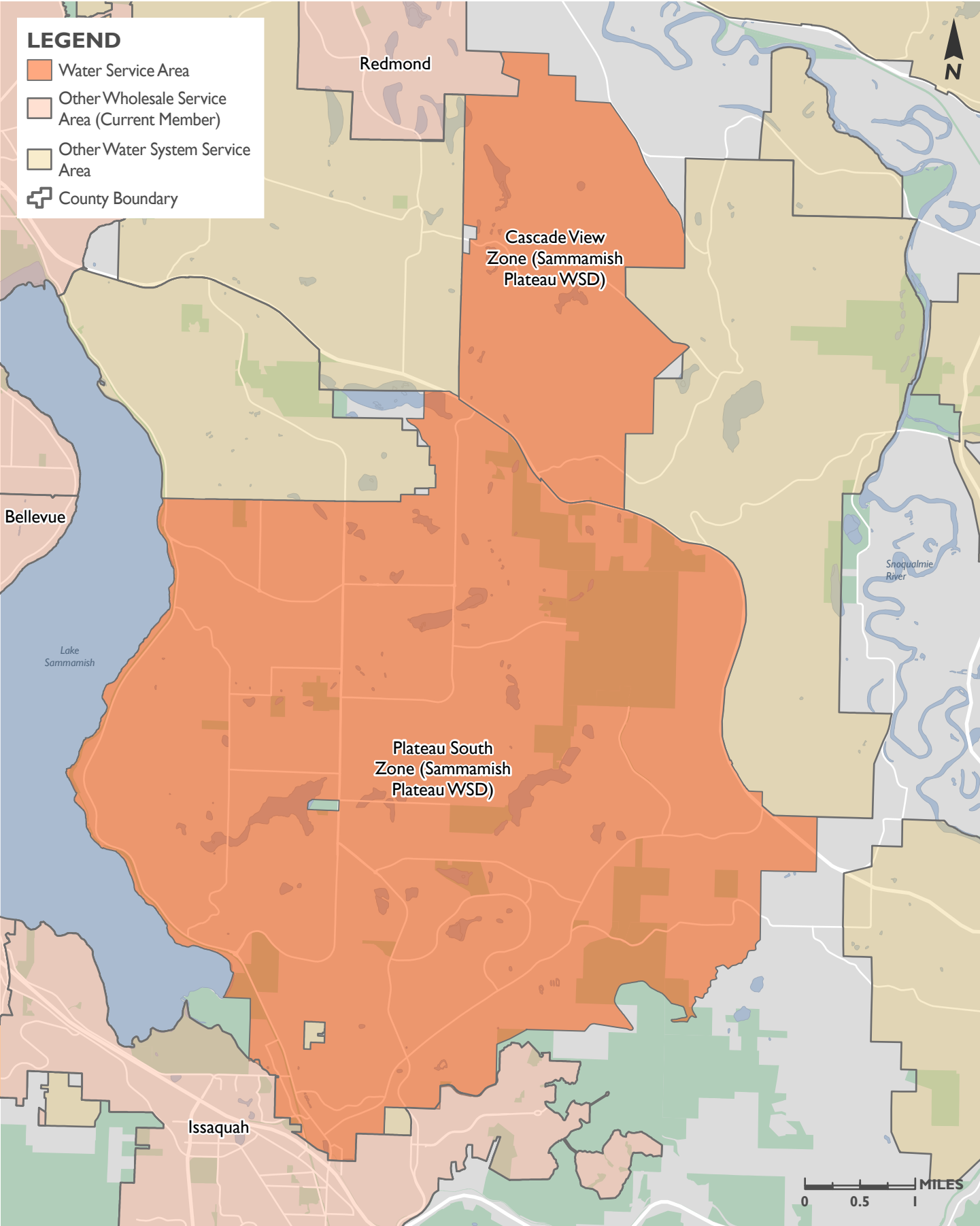


Issaquah Water Service Area

Cascade Water Alliance

Figure 5



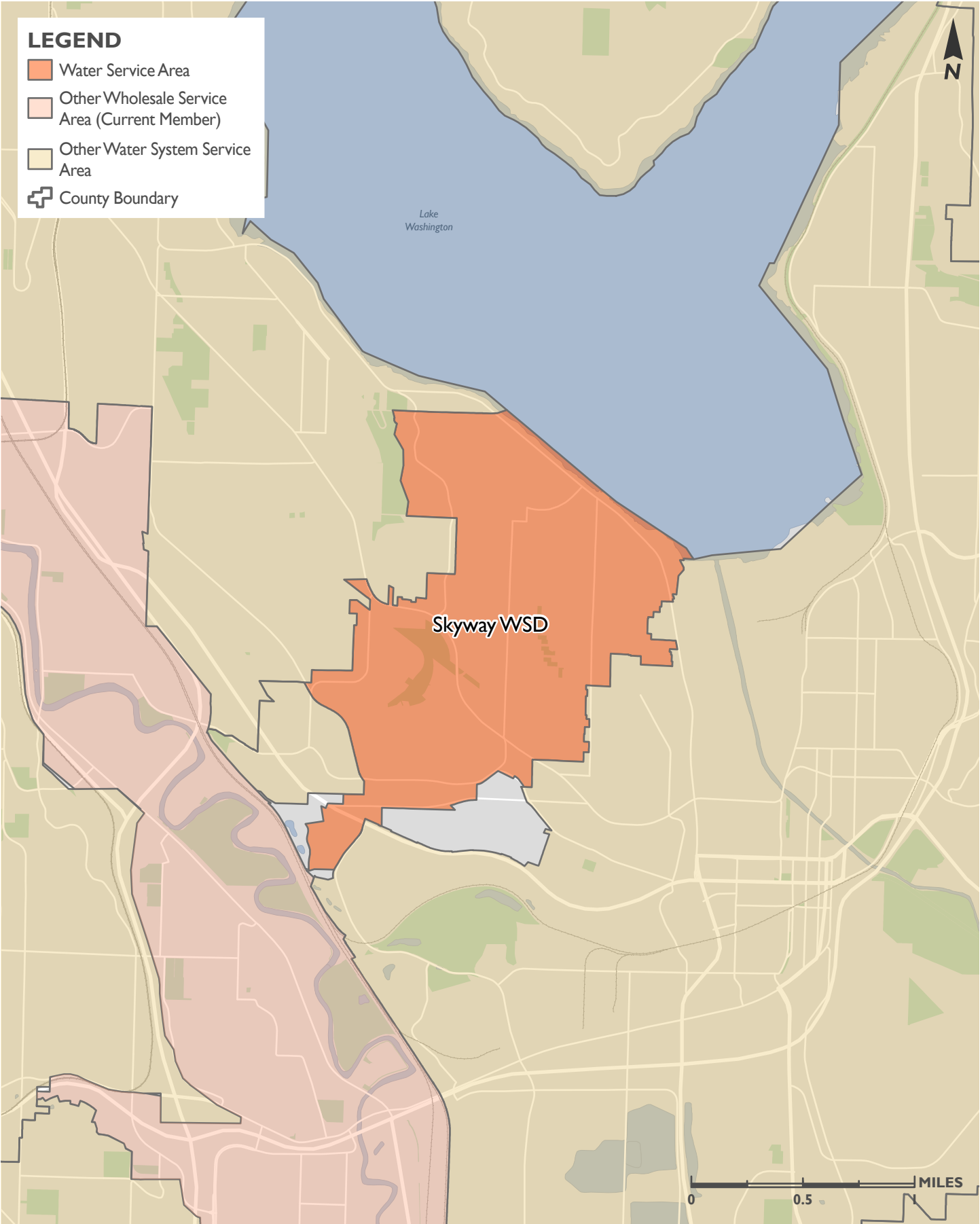


Sammamish Plateau WSD Water Service Area

Cascade Water Alliance

Figure 6



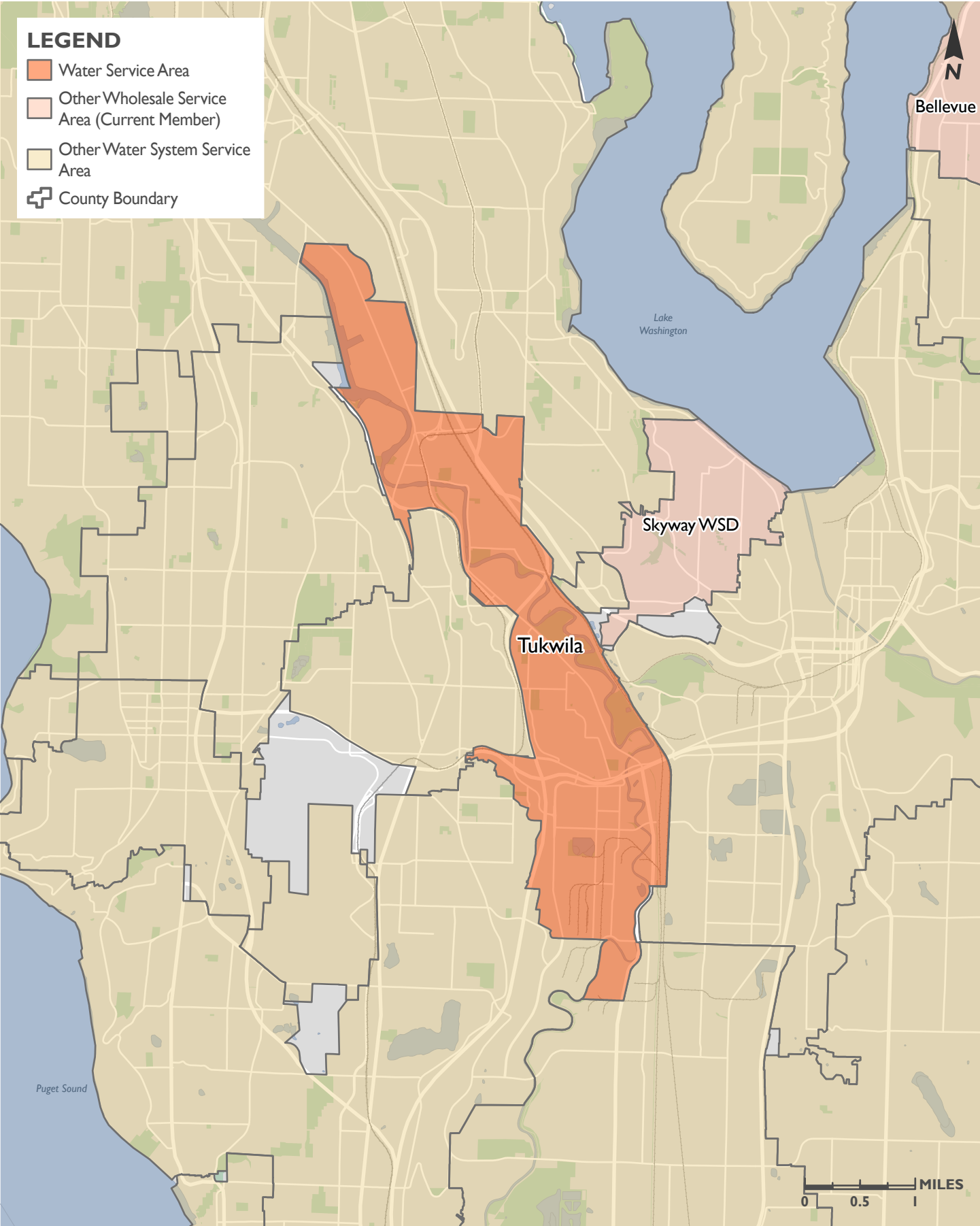


Skyway WSD Service Area

Cascade Water Alliance

Figure 7





Tukwila Water Service Area

Cascade Water Alliance

Figure 8



ATTACHMENT 2

As of August 31, 2025, the following is a complete and accurate accounting of all existing customers and end uses or users of King County reclaimed water that are located in Cascade's regional water service area.

[Attach names, location, type of use, quantity of use, size of area of use or application, other specifying information for each customer and end use/user.]

King County Existing Reclaimed Water Customers and Annual Use in Cascade Water Alliance Member Service Area
August 2025

Brightwater			
Reclaimed Water Use	Type of Use	Annual Volume	Parcel(s) Number
York Pump Station Irrigation	Irrigation	0.01-0.6 MG	272605-9108
York Reclaimed Water Fill Station	Irrigation, Commercial/Industrial	Varies 0.006 MG (2018)	Facility: 272605-9108 Use Site: Varies
60 Acres Park/Lake Washington Youth Soccer Association	Irrigation	3 MG – 33 MG	352605-9074 942850-0080
Willows Run Golf Course	Irrigation	40 – 70 MG	342605-9062 342605-9068 342605-9061 342605-9069 342605-9018 342605-9030 342605-9033 342605-9032 342605-9028 342605-9020 352605-9040
Buttonwood Tree Farm	Irrigation	0.3 MG	272605-9076
South Plant/Tukwila			
Tukwila Distribution: Starfire Sports Complex Interurban Ave landscape	Irrigation	2.6 MG	232304-9001
Fosters Golf Course (in development)	Irrigation	20-48 MG	000300-0049 377920-0255