King County
Facilities Management Division
Real Estate Services Section
King County Administration Building
500 Fourth Avenue ADM-ES-0830
Seattle, WA 98104
Permits 206-205-0655 **FAX** 206-296-0196

SPECIAL USE PERMIT
Use of County Owned Property

PERMIT NUMBER: SUPS13-0010 DATE: 02/28/2013

PERMITEE:

King County Wastewater Treatment Division – Kristina Westbrook
201 S. Jackson St. KSC-NR-0503
Seattle, WA 98104

DAY PHONE: (206)296-5279 OTHER PHONE: FAX:

PURPOSE:

To operate & maintain a reclaimed water line & discharge facility.

Renewal of S-154-07

LEGAL DESCRIPTION:	Primary	1/4	Sec	Twp	Rge	Account No	Kroll Page
		NW	9	25	07	0925079008	B 36

Legal Description: PIN 092507-9008 Chinook Bend Natural Area
Within the boundaries of the above referenced parcel.

EXPIRATION: This permit shall not be valid for more than 10years & expires on the day of March 2023.

Administrative Fee (New or Renewal) $500.00

Permittee MUST notify ROBERT NUNNENKAMP DNRP - PARKS AT: 206-263-6207 AT LEAST 72 HOURS PRIOR TO PERFORMING ANY WORK AND IMMEDIATELY UPON COMPLETION

Issued By: Aaron Halley Phone: 206-205-0655

By this permit King County authorizes the use of the above described property:

Custodial Approval: Signature on file Date: 3/27/13

Real Estate Services Approval: [signature] Date: 3/28/13

The Permittee agrees to comply with the terms and conditions contained herein.

SEE REVERSE SIDE FOR TERMS AND CONDITONS.

Signature of Permittee: Signature on file Date: 3/21/13

NOTE: Permit not valid without all necessary signatures and expiration date.
King County Code 14.30

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TERMS AND CONDITIONS

1. PERMIT REVOCATION: This Permit is revocable at any time by King County. The right to revoke is expressly reserved to King County.

2. INDEMNITY AND HOLD HARMLESS. The Permittee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Permittee's exercise of rights and privileges granted by this Permit. The Permittee's obligation under this section shall include: a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Permittee, the concurrent negligence of both parties, or the negligence of one or more third parties. b) The duty to promptly accept tender of defense and provide defense to the County at the Permittee's own expense. c) Indemnification of claims made by the Permittee's own employees or agents. d) Waiver of the Permittee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Permittee.

In the event it is determined that RCW 4.24.115 applies to this agreement, the Permittee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Permittee's negligence. Permittee agrees to defend, indemnify, and hold harmless the County for claims by Permittee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

3. ANTI-DISCRIMINATION: In all hiring or employment made possible or resulting from this Permit, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Permit on the grounds of race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained guide-dog by a blind or deaf person. Any violation of this provision shall be considered a violation of a material provision of this Permit and shall be grounds for cancellation, termination or suspension in whole or in part of the Permit by the County, and may result in ineligibility for further County permits.

4. NON-EXCLUSIVE RIGHT: This Permit shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting any other permits to other public or private entities, nor shall it prevent the County from using any public place for any and all public use or affect its jurisdiction over any part of them.

5. ASSESSMENTS: Permittee shall be required to pay any general or special assessments incurred by King County which are directly attributable to or arising from any actions, occupancy, or usage authorized herein.

6. TERMINATION: The Permittee may terminate the Permit by written notice to the Manager of Property Services Division. Upon revocation, termination, or abandonment, the Permittee shall remove at his expense all facilities placed on said property by the Permittee, and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to the County. If the Permittee has not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation, termination, expiration, or abandonment, the County may accomplish all of the necessary work and charge all of the costs to the Permittee.

7. RESTORATION: After completion of work authorized by this Permit, the Permittee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to starting work, or a condition satisfactory to King County. If the Permittee delays the restoration beyond expiration of the Permit, the County may accomplish all the necessary work and charge all the costs to the Permittee.

8. REPAIRING DAMAGE BY PERMITTEE: In the event that damage of any kind is caused by the Permittee in the course of performing work authorized by this Permit, Permittee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the County agent. If the County determines it is necessary, the County may accomplish the work and charge all the costs to the Permittee.

9. ABATEMENT OF UNSAFE CONDITIONS: The County representative may at any time, do, order, or have done all work considered necessary to restore to a safe condition any area described in Permit left by the Permittee in a condition dangerous to life or property. The Permittee shall pay, upon demand, to the County all costs of such work, materials, etc. Nothing in this section shall relieve the Permittee of duties under Terms and Conditions No. 2 above.

10. RIGHTS RESERVED TO COUNTY - CONFORMANCE AND PAYMENT OF COST REQUIRED: The County reserves the right to use, occupy, and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving, repairing or altering the property. The Permittee, upon written notice, will at his own cost and expense remove, repair, relocate, change or reconstruct such installations to conform with the plans of work contemplated or ordered by the County according to a time schedule contained in the written notice.

11. NOTICE: Permittee agrees to obtain information from other utility operators regarding the location and current status of their installations before starting work. Property owners adjoining, or in proximity to, the project as described herein shall be notified by Permittee when such property is exposed to the possibility of injury or damage through performance of work on the project authorized by this Permit. Permittee shall make all advance arrangements necessary to protect such property or utility from injury or damage.

12. OTHER APPLICABLE LAWS: Issuance of this Permit does not in any way relieve the Permittee from complying with any other applicable laws in performing the work subject to this Permit.

13. RE-ENTRY: After completion of work authorized by this Permit, if the Permittee desires to re-enter upon the property described herein for any reconstruction, notice shall be provided in advance to King County together with the plans and specifications for the work proposed, and shall not be permitted without the County's consent.

14. TITLE: This Permit grants only the right to use King County's interest in the herein described property, and the granting of this Permit is not a warranty that good title to any specific property is vested in King County.

15. SPECIAL TERMS AND CONDITIONS: **(SEE ATTACHED SHEET(S)**

15. **SPECIAL TERMS AND CONDITIONS:**

a. WORK AUTHORIZATION: The Permittee is authorized to operate and maintain reclaimed water piping and a discharge at the Chinook Bend Natural Area as shown in the engineering drawings entitled "Wetlands Discharge Details August 2007" and included in this permit as **Attachment A** ("wetland discharge project"). The Permittee shall maintain control over, and be responsible for, all facilities and activities associated with the wetland discharge. The Parks and Recreation Division of the Department of Natural Resources and Parks ("Custodian") authorizes the Permittee's employees, agents, representatives and contractors access to the Chinook Bend Natural Area for the purposes of operating the wetland discharge and making any necessary inspection, maintenance, and repairs to the Permittee's facilities. The Water and Land Resources Division (WLRD) shall be responsible for implementation of the Chinook Bend enhancement monitoring associated with this agreement.

b. PERMIT ACQUISITION AND COMPLIANCE: The Permittee is responsible for obtaining any necessary federal, state, and local government permits if needed for operation or maintenance. Copies of the permits shall be provided to the Custodian. The Permittee shall not make any additional use of, or improvements or alterations that are not specifically authorized in this permit. Any additional use must be approved in writing. Such approval shall be made to amendment this Permit and contain appropriate conditions.

c. USE AUTHORIZATION: The Permittee is authorized to utilize Class A reclaimed water on the Chinook Bend Natural Area for wetland enhancement in full and continuous compliance with Washington State Health and Ecology Water Reclamation and Reuse Standards and with the conditions in the Permittee's State Reclaimed Water Use Permit and National Pollution Discharge Elimination System Waste Discharge Permit. Class A reclaimed water means reclaimed water that, at a minimum, is at all times an oxidized, coagulated, filtered, disinfected wastewater and meets State Class A standards as defined in the Washington State Reclamation and Reuse Standards. The quantity of water delivered is estimated to be less than one (1) cubic foot per second (cfs).

d. LIMITS ON USE: The Permittee understands that its use of the site is not exclusive to Permittee. The Permittee shall work with other parties proposing projects at the site to the greatest extent practicable.

15. SPECIAL TERMS AND CONDITIONS CONTINUED:

e. AUTHORIZATION TO POST PUBLIC SAFETY/WARNINGS: The Permittee is authorized to post and maintain signage and other materials notifying visitors to the site of reclaimed water use as required by the Washington State Reclamation and Reuse Standards. The posting and maintenance of public safety signage and other materials is the responsibility of the Permittee.

f. SUSPENSION OF USE: The Custodian recognizes that the Permittee is charged with the responsibility to operate its wastewater treatment systems in a manner which it determines to be most beneficial to its users. As such, the parties understand and agree that, with no liability to the Permittee, there may be temporary interruptions in use of reclaimed water due to emergencies requiring curtailment of wastewater treatment plant operations for repairs, as a result of regulatory or judicial orders, inability to produce Class A reclaimed water or due to other circumstances beyond Permittee's control.

g. RESTRICTIONS ON USE: The Custodian recognizes that the Permittee is authorized to use reclaimed water solely for wetland enhancement and agrees not to use reclaimed water for other purposes, including human consumption or domestic uses at the site.

h. PROJECT OPERATION, MAINTENANCE, AND MONITORING: Operation, maintenance, and monitoring of the wetland enhancement project shall be done in accordance with the Chinook Bend Natural Area Wetland Enhancement Plan dated May 2007 and included in this permit as **Attachment B.** The Permittee, the Water and Land Resource Division, and the Custodian have been carrying out their respective obligations since 2008 and will continue to carry them out as stated in Table 1 in this agreement..

Time Period: The wetland enhancement project shall be monitored and maintained over the next 10 years (2008 – 2018) by the Custodian and WLRD.

15. SPECIAL TERMS AND CONDITIONS CONTINUED:

1. **Budget:** Funding for monitoring and maintaining shall be provided by the Permittee (King County Wastewater Treatment Division). The funds are not to exceed $78,000 for the 10 year period which began in 2008. Payment for monitoring and maintenance from the Permittee to the WLRD as part of the existing annual operating Science and Environmental Laboratory program fund transfers between King County Wastewater Treatment Division and King County Water and Land Resources Division. The cost will not result in an increase to the WLRD program fund managed by the Science Section during the 10 year period. WLRD shall distribute the funds to the Custodian as determined by the tasks in Table 1. The Custodial agency, which is the Parks and Recreation Division, shall submit bills to the WLRD project manager for payment.
2. **Tasks:** Assigned staff agree to perform operation, maintenance, and monitoring in a good and workmanlike manner in accordance with the standards provided in **Attachment B**.

The tasks, assigned staff, schedule, and costs are summarized in the following table.

Table 1 (Excerpt from Table 2 of Attachment B with actual dates included)

Task	**Staff**[1]	**Years' Work Conducted**	**Visits per Year**	**Estimated Yearly Cost**	**Estimated Cost 2008 - 2018**
Operations					
Water control structure operations	DNRP/PRD/RC	Annually	10	$1,500	$15,000
Monitoring					
% Cover survey/ photo points	DNRP/WLRD/SS	2011, 2014, 2017	1	$4,000	$12,000
Maintenance for Plantings					
Mowing (yearly once per year)	DNRP/PRD/RC	Annually	1	$2,000	$20,000

Notes:

1. Abbreviations:

Department of Natural Resources and Parks (DNRP)
Water and Land Resources Division (WLRD)
Parks and Recreation Division (PRD)
WLRD Science Section (SS)
Parks and Recreation Division Resource Coordinators (RC)

Total Cost: Not to Exceed $78,000 for 10 years with 10 years beginning in 2008.

4. **Reporting:** The Permittee will receive monitoring reports from WLRD staff on monitoring and maintenance activities as describe in section 5.3 of the **Attachment B**. The monitoring report will describe the results of the monitoring to the Permittee during the previous twelve month period. A draft report will be presented to the Permittee by December 1 of each monitoring year. The final report will be completed within 3 months after each monitoring year. Permittee and WLRD agree that draft versions of the report will be circulated internally for review purposes and that the final report as approved by the Permittee will be provided to the Permittee and Custodian.

i. WATER RIGHTS: No water right is created by this permit.

j. ADDITIONAL TERMS: The Custodian reserves the right to set reasonable additional terms and conditions as unforeseen conditions may warrant.

k. NOTICES: All notices and other formal communications to be delivered under this Permit shall be mailed or delivered to the following:

Contract Specific Contacts:

1. Connie Blumen
   Natural Lands Program Manager
   King County Department of Natural Resources and Parks
   Parks and Recreation Division
   201 South Jackson Street MS: KSC-NR-0700
   Seattle, WA 98104
   Office: 206-263-6371

2. Kristina Westbrook
   Reclaimed Water Project Manager
   King County Department of Natural Resources and Parks
   Wastewater Treatment Division
   201 South Jackson Street MS: KSC-NR-0512
   Seattle, WA 98104
   Office: 206-269-5279

3. Jennifer Vanderhoof

Project Manager/Senior Ecologist
King County Department of Natural Resources and Parks
Water and Land Resources Division
201 South Jackson Street, Ste 600
Seattle, WA 98104
Office: 206-263-6533

Site Specific Contacts:

4. Gary Brown
   Park District Maintenance Coordinator
   King County Department of Natural Resources and Parks
   Duthie Hill Office – King County Parks
   27101 SE Duthie Hill Road
   Sammamish, WA 98029
   Office: 206-205-3067
   Cell: 206-255-9631

5. Kristina Westbrook
   Reclaimed Water Project Manager
   King County Department of Natural Resources and Parks
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