

**FIRST AMENDMENT TO CITY OF BAINBRIDGE ISLAND AND KITSAP COUNTY  
SEWER DISTRICT NO. 7 INTERLOCAL AGREEMENT FOR WASTEWATER  
TREATMENT**

THIS FIRST AMENDMENT TO CITY OF BAINBRIDGE ISLAND AND KITSAP COUNTY SEWER DISTRICT NO. 7 INTERLOCAL AGREEMENT FOR WASTEWATER TREATMENT entered into on the Date of Mutual Execution, is made by and between the City of Bainbridge Island, a Washington municipal corporation (the "City") and Kitsap County Sewer District No. 7, a Washington municipal corporation (the "District"). The City and the District are sometimes collectively referred to as the "Parties" and individually referred to as a "Party".

RECITALS

A. The District owns and operates a wastewater treatment plant that serves a portion of the south end of the City.

B. The City and the District entered into that certain agreement entitled, "City of Bainbridge Island and Kitsap County Sewer District No. 7 Interlocal Agreement for Wastewater Treatment" ("Agreement") entered into by the parties on March 29, 2007, for the purpose of providing wastewater treatment for 480 equivalent residential units (ERUs) in the south end of the City. Service connections for all 480 ERUS have been made or reserved.

C. The Parties entered into a Settlement and Release Agreement on December 15, 2021.

D. The City and the District are currently negotiating for additional ERUs for the south end of the City to be served by the District but have not yet reached an agreement on the terms under which the additional ERUs will be served.

E. The City has recently received a request to connect from the owner of a single-family residence located at 4301 Point White Drive. The existing residence is currently served by a septic system, which is failing. The City has requested to add one ERU to the total number of ERUs provided for in the Agreement and the District has agreed to add the ERU and to serve the single-family residence with the failing septic system.

F. Section 7 of the Agreement provides that the District and the City may agree to have additional ERUs served by the District. In order to provide for the District to serve the additional ERU, the parties desire to amend the Agreement as provided herein.

AGREEMENT

**NOW THEREFORE**, in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the District hereby agree as follows:

1. Addition of One ERU. The Parties agree to add one ERU to the total number of ERUs provided for in the Agreement, bringing the total number of ERUs served to 481. The additional ERU shall be used to provide wastewater treatment service to the single-family residence located at 4301 Point White Drive. No other connections are authorized by this Amendment.

2. Terms of Service. The additional ERU provided for in Section 1 of this Amendment shall be subject to all terms and conditions of service provided in the Agreement, including, but not limited to, the requirement to pay a Connection Charge prior to a connection the District's system.

3. Remaining Provisions Unaffected. Except as specifically provided in this Amendment, all provisions of the Agreement, as amended, remain unchanged and in full force and effect.

4. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and with the same effect as if all Parties to this First Agreement had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but, in making proof of this First Amendment, it shall only be necessary to produce one such counterpart. The signature pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this First Amendment and a complete set of all signature pages. The date upon which the last of all of the Parties have executed a counterpart of this First Amendment shall be the "Date of Mutual Execution."

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the later of the signature dates included below.

CITY OF BAINBRIDGE ISLAND

KITSAP COUNTY SEWER DISTRICT NO. 7

Date: 2/5/24

Date: \_\_\_\_\_

By: 

Blair King, City Manager

By: \_\_\_\_\_

Commissioner Bonnie Harris, Kitsap Sewer District 7  
Secretary of the Board