

April 12, 1988

Introduced By: GARY GRANT

Proposed No.: 88 - 344

MOTION NO. 7195

A MOTION authorizing an interlocal agreement between King County and the City of Renton to cooperate in the planning, design, construction and maintenance of drainage improvements in the Springbrook Creek Drainage Area.

WHEREAS, King County and Renton have a mutual interest in improving the drainage conditions in the Springbrook Drainage Basin area, and

WHEREAS, King County has planned to construct a regional detention pond in the area adjacent to Renton's City Waterhshed, and

WHEREAS, Renton has planned to construct drainage improvements in the same area to protect and enhance the City water supply, and

WHEREAS, the parties recognize that by cooperating in the construction of drainage improvements, they can achieve better results and more effectively serve the public,

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is hereby authorized to enter into an interlocal agreement with the City of Renton for the planning, designing, constructing, and maintenance of drainage improvements in the Springbrook Creek Drainage Area within the Black River Drainage Basin.

PASSED this 23rd day of May, 1988.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Gary Grant  
Chair

ATTEST:

Dorothy M. Owens  
Clerk of the Council

(M0041288)

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Springbrook Watershed Capital Improvement Projects  
Interlocal Agreement

1 This agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 1988,  
2 by and between King County, Washington, hereinafter referred to as "King  
3 County" and the City of Renton, Washington, a municipal corporation of the  
4 State of Washington, hereinafter referred to as "Renton", for drainage related  
5 work in the area of Renton's Springbrook Watershed and an adjoining area in  
6 unincorporated King County as shown in the map attached as Exhibit 1 and  
7 incorporated by reference herein.  
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9 WHEREAS, King County has planned to design and construct a drainage im-  
10 provement, known as the Springbrook Regional Detention Pond, in the area,  
11 and

12 WHEREAS, Renton has planned to design and construct several drainage  
13 improvements, known as the Renton Drainage Facilities, in the area, and

14 WHEREAS, drainage improvements planned by one jurisdiction may have an  
15 impact on the drainage improvements planned by the other jurisdiction, and

16 WHEREAS, by cooperating and joining together to accomplish the needed  
17 improvements, both jurisdictions can achieve better results at lower cost  
18 and avoid duplication of effort, and

19 WHEREAS, the parties wish to divide the required tasks between them and  
20 split the costs equally, and

21 WHEREAS, the parties are authorized to enter to a cooperative interlocal  
22 agreement, pursuant to RCW Chapter 39.34,

23 NOW THEREFORE, it is mutually agreed as follows:

24 I. Purpose

25 The purpose of this agreement is:

- 26 A. To enable the parties to effectively cooperate in the survey, design  
27 and construction required to provide drainage improvements in the area.  
28 B. To divide and assign responsibility for the work required to both  
29 jurisdictions in order to achieve an equitable division of responsi-  
30 bility and cost sharing.  
31 C. To benefit the public served by both jurisdictions by achieving  
32 economies and efficiencies and providing the best alternatives for  
33 drainage problems in the area.



- 1           2. Renton will confer with King County and participate in the project  
2           design process. Renton will assist King County in selecting design  
3           criteria of proposed projects and will contribute to the choice of  
4           design concept for controlling drainage problems in the Springbrook  
5           Watershed area.
- 6           3. Within 30 days of receiving them from King County, Renton will review  
7           the construction plans for improvements to control drainage problems  
8           in the Springbrook Watershed area as designed by King County. Upon  
9           mutual agreement by the parties on the construction plans, Renton  
10          will accept the plans for construction.
- 11          4. Renton will be responsible for constructing the Springbrook drainage  
12          improvement facilities. Renton will let the contract for construc-  
13          tion of the improvements by June 1, 1989, following all accepted  
14          public bidding practices.
- 15          5. Renton will be responsible for obtaining rights-of-way required for  
16          construction of the drainage improvements agreed to by the parties.  
17          Said rights-of-way will be obtained by February 28, 1989.
- 18          6. Renton will be responsible for the maintenance of drainage improve-  
19          ments constructed under this agreement on property within Renton's  
20          jurisdiction.

21        B. King County

- 22          1. King County will be responsible for identifying all the drainage  
23          improvements needed in the area, working cooperatively with Renton.  
24          After all the improvements are identified, the parties will priori-  
25          tize the drainage improvements and select for construction those  
26          which can be built within the Project budget as shown in Section  
27          IV.A. Said prioritization and selection of projects will be comple-  
28          ted within 120 days of King County's receiving soils and survey  
29          information and topographic map from Renton, as set forth in Section  
30          III.A.1. of this agreement.
- 31          2. King County will be responsible for designing the drainage improve-  
32          ments required to control drainage problems in the area. King  
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1 County will provide Renton with detailed construction plans for all  
2 proposed improvements by January 31, 1989 or within 120 days of  
3 prioritization and selection of projects as set forth in Section  
4 III.B.1. of this agreement.

5 3. King County will be responsible for coordinating the public infor-  
6 mation and involvement process related to designing and constructing  
7 the drainage improvements in the designated area.

8 4. King County will be responsible for obtaining the required permits  
9 for constructing the drainage improvements, designating Renton as  
10 the "permitee".

11 5. King County will be responsible for maintaining the drainage improve-  
12 ment projects constructed under this agreement on property within  
13 King County's jurisdiction.

14 IV. Cost

15 A. The parties agree to share equally in the cost of completing the  
16 Springbrook drainage improvement facilities. The parties agree that  
17 the total cost of the Project shall not exceed \$240,000, or \$120,000  
18 each from Renton and King County.

19 B. King County commits \$120,000 to the costs incurred in this Project.

20 C. Renton commits \$120,000 to the costs incurred in this Project.

21 D. The parties will account for all costs incurred and funds expended as  
22 a result of this cooperative Project, subject to the provisions of  
23 section IV.E of this agreement, and will jointly review the costs  
24 and budget on a monthly basis to assure an equitable division of costs  
25 for the overall Project. If, at the completion of the Project, one  
26 party has expended more than the other party, the parties shall devise  
27 a reimbursement method whereby the costs can be equalized between the  
28 parties.

29 E. Costs applicable to this Project shall include staff, overhead,  
30 services, supplies, equipment, and contracted and consultant costs but  
31 shall not include the cost of maintaining the facilities after  
32 construction.

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V. Duration and Effectiveness

- A. This agreement shall become effective upon signatures by all parties to this agreement.
- B. This agreement shall be in force until the drainage improvements decided on by the parties have been constructed or until December 31, 1990, whichever comes first.

VI. Continuation, Amendment or Termination

- A. This agreement may be amended or altered only by written agreement between the parties hereto.
- B. This agreement may be terminated by either party upon sixty days written notice.
- C. In the event of termination, the parties are responsible for costs incurred up the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day first above mentioned.

Approved as to form:

KING COUNTY:

By \_\_\_\_\_

By \_\_\_\_\_  
King County Executive

Date \_\_\_\_\_

Date \_\_\_\_\_

RENTON:

By \_\_\_\_\_

(Title)

Date \_\_\_\_\_