

September 17, 1988
ST:dc(917.4)

PAUL BARDEN
INTRODUCED BY GREG NICKELS
PROPOSED NO. 88 - 749

MOTION NO. 7356

A MOTION authorizing an interlocal agreement between King County and the City of Seattle to cooperate in the design and construction of a Regional Detention Wetland in the Seola Beach Drainage Basin.

WHEREAS, King County and the City of Seattle have a mutual interest in improving the drainage conditions in the Seola Beach Drainage Basin, and

WHEREAS, King County and the City of Seattle have received numerous complaints about drainage and flooding in the area for the last 25 years, 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:

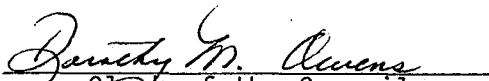
The King County Executive is hereby authorized to enter into an interlocal agreement in substantially the same form as the one attached to this motion for the design and construction of a regional detention facility in the Seola Beach Drainage Basin.

PASSED this 7th day of November, 1988.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


VICE Chairman

ATTEST:


Clerk of the Council

Seola Beach Regional Detention Pond
Interlocal Agreement

This agreement is hereby entered into this ___ day of _____, 1988, by
and between King County, Washington, hereinafter referred to as "King County",
and the City of Seattle, a municipal corporation of the State of Washington,
hereinafter referred to as "Seattle", for the purpose of cooperatively
designing and constructing a regional detention facility in the vicinity of
the intersection of Southwest 105th Street and 30th Avenue Southwest in
Seattle.

WHEREAS, King County and Seattle share jurisdiction in the Seola Beach
Drainage Basin; and

WHEREAS, there have been numerous complaints about drainage from resi-
dents of the area, to both King County and Seattle for over 25 years; and

WHEREAS, existing drainage problems may worsen with the advent of addi-
tional development in the area; and

WHEREAS, Seattle now has a revenue producing Drainage and Wastewater
Utility providing funds to correct drainage problems, and King County has a
surface water management program; and

WHEREAS, the parties agree that a cooperative approach to solving storm
and surface water runoff problems will benefit the publics they serve; and

WHEREAS, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act,
the parties are each authorized to enter into an agreement for cooperative
action,

NOW THEREFORE, the parties hereto mutually agree as follows:

I. Purpose

The purpose of this agreement is to provide the means by which the par-
ties can share the cost and responsibility for designing and constructing a
regional detention facility (hereinafter called the "project") at a site
located near the intersection of Southwest 105th Street and 30th Avenue
Southwest in the Seola Beach Drainage Basin, as shown on Exhibit A, a map
of the area, attached hereto and incorporated by reference herein. The
regional detention facility to be constructed for this project is a
regional wetland.

II. Project Management

A. For purposes of accomplishing the work required by this agreement and
for reviewing and accepting plans, budgets, time schedules and the

1 like, Seattle shall be represented by the Director of its Drainage
2 and Wastewater Utility, and King County shall be represented by the
3 Manager of its Surface Water Management Program.

4 B. Seattle will be responsible for the management of this project and
5 will designate one of its Drainage and Wastewater Utility staff per-
6 sons to serve as Project Administrator.

7 C. King County will provide staff time and one representative of the
8 Surface Water Management Program staff to work with the Project
9 Administrator as required for completion of the project.

10 D. Seattle and King County staff working on this project will be known
11 as the Project Management Team and will be responsible for the day-to-
12 day management of the project and making decisions regarding the
13 project within the scope of their respective job responsibilities.

14 E. Seattle will develop an annual work program and budget for completing
15 this project. The work program and budget shall be subject to the
16 approval of King County; such approval shall not be unreasonably
17 withheld.

18 III. Responsibilities

19 A. Seattle

20 1. Seattle will be responsible for designing the detention facility
21 to be built at the site. Facility design will be forwarded to
22 King County for review, comment, and approval prior to being
23 advertised for bid. King County's review and comment shall be
24 complete in two weeks from time of receipt and King County's
25 approval shall not be unduly withheld.

26 2. Seattle will be responsible for obtaining any necessary rights of
27 way for construction of the detention facility. Said rights of
28 way shall be obtained in advance of signing of a construction
29 contract.

30 3. Seattle will be responsible for the construction of the deten-
31 tion facility; construction of the project will include planting
32 of the wetland. Seattle will contract for the construction of the
33 project, following all applicable City, County, and State public

1 bidding laws. Contract will be let in accordance with applicable
2 permits no later than December 31, 1989. The contract bid will
3 include an optional bid for planting the wetland.

- 4 4. King County will provide biologist staff time.
- 5 5. Seattle will be responsible for full compliance with any and all
6 SEPA requirements related to the construction of this facility.
- 7 6. Seattle will coordinate any public information and involvement
8 process required for the construction of this project.
- 9 7. Seattle's management and administrative duties shall include
10 maintaining records, arranging meetings of the Project Management
11 Team, preparing reports and conducting other activities as
12 required for completion of the project.

13 B. King County

- 14 1. King County will provide to the Project Administrator any infor-
15 mation it has in its possession relevant to the project.
- 16 2. King County will review, comment on, and approve or disapprove,
17 in a timely manner, the design and construction plans prepared by
18 Seattle. The purpose of the review and approval shall be to
19 assure the effectiveness of the design in controlling flooding in
20 King County. King County will review, comment on, approve or
21 disapprove the project plans within 30 days of receipt of said
22 plans. King County will also review costs, schedules and any
23 other documents or activities relevant to the project to help
24 ensure that the project meets King County's objectives for the
25 project and the requirements of this agreement.
- 26 3. King County will contribute to the planting of the wetlands by
27 providing staff support for oversight and guidance purposes from
28 the King County staff biologist. Such staff time to be contributed
29 will be equal to two days per week during the planting period,
30 estimated at three weeks.
- 31 4. King County will provide any wetland plants appropriate to use at
32 the site as it may have available or which may come into its
33 possession during the project planting time and such additional
staff biologist time as may be required for supervising the

1 planting of said wetland plants. Any such plants will be
2 contributed to the project by King County at no additional cost to
3 Seattle.

4 5. King County will assist in the public information and involvement
5 process when King County residents need information and when
6 deemed appropriate by the parties to the agreement.

6 IV. Costs

- 7 A. Seattle has prepared a 1988 estimated project budget, attached to
8 this agreement as Exhibit B and incorporated by reference herein.
9 The parties agree that said estimate, totaling \$580,000, shall be
10 the cost of the project under the terms of this agreement.
- 11 B. King County agrees to pay \$208,000 toward the cost of the project if
12 the 1989 King County Capital Improvement Project (CIP) Budget includes
13 the allocation of \$208,000 for this project. King County commits to
14 proposing the allocation of \$208,000 for this project in the 1989
15 Surface Water Management CIP budget proposed for adoption by the King
16 County Council.
- 17 C. King County agrees to reimburse Seattle for invoiced project costs
18 not to exceed \$208,000 after January 1, 1989 or upon completion of the
19 project, whichever date is later, provided that \$208,000 in capital
20 project funds is allocated to the project budget in the 1989 CIP
21 budget.
- 22 D. Seattle will provide the parties with an annual report of expen-
23 ditures showing all project costs consistent with Section IV.E. below.
- 24 E. King County's share of the project funding, or \$208,000, will cover
25 project design, right-of-way acquisition, and construction costs.
- 26 F. If King County's Division of Surface Water Management 1989 Capital
27 Improvement Budget does not allocate funds to this project, Seattle
28 agrees that King County will not be held liable for its share of
29 project costs.

30 V. Effectiveness and Duration

31 This agreement shall be effective upon signature by all parties and shall
32 endure until the Seola Beach Drainage Facility is built or three years
33 from the effective date of this agreement, whichever is first.

VI. Amendments, Extension, or Termination

- 1 A. This agreement may be amended, altered, clarified, or extended only
2 by written agreement of the parties hereto.
- 3 B. This agreement may be terminated by either party with reasonable
4 justification upon provision of 30 days written notice to the other
5 party.
- 6 C. In the event of termination, parties are responsible for costs
7 incurred up to the effective date of termination and consistent with
8 the provisions of Section IV of this agreement.
- 9 D. In the event funds are not allocated to this project in the 1989 CIP
10 budget, this agreement terminates and King County will be held
11 harmless for project costs.

VII. Disposition of Assets

12 All assets acquired as a result of this agreement or through work
13 accomplished under this agreement shall revert to ownership by King
14 County. King County will accept the maintenance responsibility for the
15 project, provided that the facility is constructed as agreed to by King
16 County and Seattle. In the case of annexation by Seattle of the
17 unincorporated King County area in which the Seola Beach regional
18 detention facility is located, Seattle agrees to assume ownership and
19 maintenance responsibility for the facility.
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1 VIII. Indemnification and Hold Harmless

2 Each party hereto agrees to indemnify and hold harmless the other party,
3 its officers, agents and employees for all claims (including demands,
4 suits, penalties, losses, damages, or costs of any kind whatsoever) to
5 the extent such a claim is caused by or results from the indemnifying
6 party's own negligence or that of its officers, agents, or employees
7 in performance of this agreement.

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

10 Approved as to form:

11 KING COUNTY

12
13
14 By _____
15 Deputy Prosecuting Attorney

16 By _____
17 King County Executive

18 SEATTLE

19 By _____
20 Title _____



Roads

Drainage Basin Bound

Creek

Topography

Seattle City Limits

Public Parks, Recreat
and Greenbelt Overlay

Pipe Size

Manhole

Outfall to

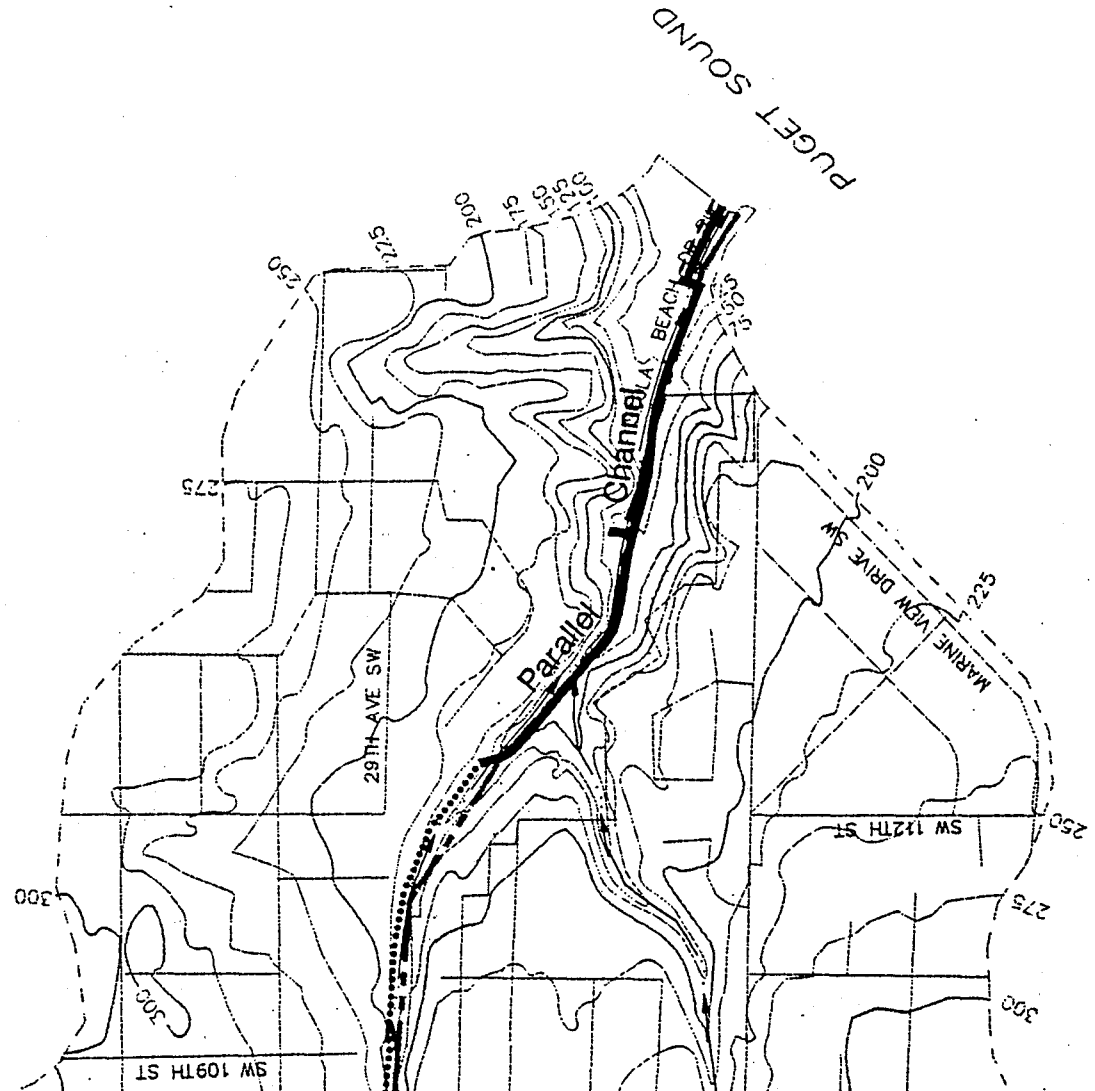
Recommended Plan

Common Improvements

Pipe Improvement

Stream Channel Enh

Detention Pond



7356

Seola Beach Drain
Recommended Plan

City of Seattle
Comprehensive

EXHIBIT B

Seattle Engineering Department
 1289 Drainage and Wastewater CIP
 Capital Project Summary

08/09/88

7356

Project Title	Project Id #	Estimate Rating
30TH AVE SW STORM DRAIN	33588 > P33585	

Project Location	NSA	PM
Drainage :	0	CPS

Project Cost	Schedule Begin	Schedule End	Thru 1987	Est 1988	1989	1990	1991	1992	1993	1994	Total Project	Prior Total
Pre Engr.			0	0	0	0	0	0	0	0	0	0
Pre Const.	1087	3088	58	65	0	0	0	0	0	0	123	0
R/W Acq.	2088	3088	0	80	0	0	0	0	0	0	80	0
Const.	3088	4088	0	377	0	0	0	0	0	0	377	0
Total			58	522	0	0	0	0	0	0	580	0

Source/Reimb Ordinance	Total Approp	1989 Req	Thru 1987	Est 1988	1989	1990	1991	1992	1993	1994	Total Fund
SEWER	113317	58	0	58	0	0	0	0	0	0	58
SEWER	113728	150	0	0	150	0	0	0	0	0	150
SEWER KC	113728	208	0	0	208	0	0	0	0	0	208
SEWER	PEND	164	0	0	164	0	0	0	0	0	164
Totals	580	0	58	522	0	0	0	0	0	0	580

*Data Control
 Journal transfer*