

July 17, 1990  
segale/tuk:cjs

INTRODUCED BY Laing

PROPOSED NO. 90-664

MOTION NO. 8003

1 A MOTION authorizing the executive to enter  
2 into an interlocal agreement with the City of  
3 Tukwila for the purpose of funding and repair  
4 of the Segale Levee on the Green River.

5 WHEREAS, the Segale Levee on the Green River near Southcenter  
6 and Tukwila's Andover Industrial Park was extensively damaged in  
7 the January, 1990 flood, and

8 WHEREAS, riverside slumping, seepage and foundation damage to  
9 the levee has been reviewed by the Corps of Engineers foundation  
10 materials experts who have determined that levee is structurally  
11 damaged to the point that it can no longer be relied upon to  
12 provide protection from flood flows in the Green River, and

13 WHEREAS, the levee protects approximately \$.5 billion in  
14 property improvements in Tukwila's Andover Industrial Park and  
15 Southcenter areas and the Corps of Engineers has estimated that  
16 public and private damage could exceed \$115 million should the  
17 levee fail, and

18 WHEREAS, repairs to the levee need to be completed by October,  
19 1990 in order to assure that the levee is structurally sound enter-  
20 ing into the 1990/1991 flood season, and

21 WHEREAS, King County has formally requested the Corps of  
22 Engineers assistance in a portion of the riverside levee repairs  
23 under the federal Public Law 84-99 Rehabilitation Program, and

24 WHEREAS, the Corps of Engineers has agreed to cost share the  
25 riverside portion of the repair and to construct the landward  
26 foundation and seepage repairs provided that several conditions of  
27 local cooperation as specified in a Local Cost Sharing Agreement  
28 are met, and

29 WHEREAS, local costs of the levee are estimated at \$73,500 for  
30 bank protection on the riverside of the levee and \$294,300 to  
31 repair seepage and foundation problems on the landward side of the

1 levee, and

2 WHEREAS, King County and the City of Tukwila have agreed to  
3 share equally in the \$367,800 of local costs for the levee repair,  
4 and

5 WHEREAS, an agreement between King County and the City of  
6 Tukwila is needed to formally authorize the cost sharing commitment  
7 of each party, and

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

9 The King County executive is authorized to enter into an  
10 interlocal agreement with the City of Tukwila in substantially the  
11 form as attached hereto as Exhibit A, for the purpose of

12 A. Authorizing equal financial participation between King  
13 County and the City of Tukwila for the local share contribution of  
14 the Segale Levee repair to be performed by the U.S. Army Corps of  
15 Engineers and providing that Tukwila will provide its share  
16 (\$183,900) to King County on or before July 31, 1990; and

17 B. Authorizing the King County executive, if requested by  
18 Tukwila, to prepare and submit an application on behalf of the City  
19 to the Washington State Department of Community Development for a  
20 Public Works Trust Fund emergency loan of up to \$250,000 for the  
21 purpose of providing interim funding for Tukwila's costs related  
22 to the Segale Levee project, and providing for the City to  
23 reimburse King County within thirty days of invoicing for any and  
24 all costs related to the application and administration of the  
25 loan.

26 PASSED this 23<sup>rd</sup> day of July, 1990.

27 KING COUNTY COUNCIL  
28 KING COUNTY, WASHINGTON

29 Lois North  
30 Chair

31 ATTEST:

32 Gerald A. Peterson  
33 Clerk of the Council

EXHIBIT A TO MOTION NO. \_\_\_\_\_

1 INTERLOCAL AGREEMENT BETWEEN KING COUNTY  
2 AND THE CITY OF TUKWILA  
3 FOR THE SEGALE LEVEE REPAIR

4 This agreement is entered into by and between the County of King,  
5 hereinafter referred to as "King County," and the City of Tukwila, hereinafter  
6 referred to as "Tukwila," for the purpose of authorizing the Corps of  
7 Engineers' repair of the Segale Levee on the Green River and providing the  
8 local share of costs for the repair project (\$367,800) to be funded equally  
9 between King County and Tukwila.

10 WHEREAS, the Segale Levee on the Green River near Southcenter and  
11 Tukwila's Andover Industrial Park was extensively damaged in the January 1990  
12 flood, and

13 WHEREAS, riverside slumping, seepage and foundation damage to the levee  
14 has been reviewed by the Corps of Engineers foundation materials experts who  
15 have determined that levee structurally damaged to the point that it can no  
16 longer be relied upon to provide protection from flood flows in the Green  
17 River, and

18 WHEREAS, the levee protects approximately \$0.5 billion in property  
19 improvements in Tukwila's Andover Industrial Park and Southcenter Areas and  
20 the Corps of Engineers has estimated that public and private damage could  
21 exceed \$115 million should the levee fail, and

22 WHEREAS, repairs to the levee need to be completed by October 1990 in  
23 order to assure the levee is structurally sound entering into the 1990/1991  
24 flood season, and

25 WHEREAS, King County has formally requested the Corps of Engineers  
26 assistance in a portion of the riverside levee repairs under the federal  
27 Public Law 84-99 Rehabilitation Program, and

28 WHEREAS, the Corps of Engineers has agreed to cost share the riverside  
29 portion of the repair and to construct the landward foundation and seepage  
30 repairs provided that several conditions of local cooperation as specified in  
31 a Local Cost Sharing Agreement are met, and  
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1           WHEREAS, King County and the City of Tukwila have cooperated since 1978  
2 under the auspices of the Green River Basin Program in the planning and  
3 management of the Green River levee system and recognize the benefits of  
4 continuing that cooperation with current needs of the Segale Levee, and

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

7           NOW THEREFORE, the parties hereto agree as follows:

8           I. PROJECT RESPONSIBILITIES:

9           A. The Corps of Engineers (Corps) shall be authorized to perform  
10 necessary riverside and foundation repairs to the Segale Levee as  
11 specified in the Corps Local Cost Sharing Agreement (LCSA) attached  
12 hereto as Exhibit A.

13           B. King County will be designated as the lead local sponsor for the  
14 project and is responsible for securing right-of-way and performing  
15 other items of local cooperation as specified in the LCSA.

16           II. LOCAL COSTS AND CONTRIBUTIONS:

17           A. Local costs of the project, estimated by the Corps to be \$367,800,  
18 shall be shared equally between King County and the Tukwila. Upon  
19 completion of the project and the determination of final construction  
20 costs by the Corps as provided in the LCSA, local costs in excess of  
21 or less than the \$367,800 estimate, shall also be shared equally  
22 between King County and the City.

23           B. Local costs shall be provided to the Corps on or before August 1,  
24 1990 as required by the LCSA. Tukwila shall provide its share of the  
25 local costs (\$183,900) to King County on or before July 31, 1990.

26           C. The King County Executive is authorized to prepare and submit an  
27 application, if requested, on behalf of the City of Tukwila to the  
28 Washington State Department of Community Development for a Public  
29 Works Trust Fund emergency loan of up to \$250,000 for the purpose of  
30 providing interim funding for the City of Tukwila's costs related to  
31 the Segale Levee repair project.

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1 D. The City of Tukwila shall reimburse King County within thirty days of  
2 invoicing for any and all costs related to the application and  
3 administration of the loan.

4 III. EFFECTIVENESS AND DURATION:

5 This agreement shall be effective upon signature by all parties and  
6 endures until the levee repair project has been completed and final  
7 construction costs determined or one year from effective date, whichever  
8 comes first.

9 IV. AMENDMENTS AND EXTENSION OR TERMINATION:

10 A. This agreement may be amended only by written agreement of the  
11 parties hereto. Any proposed changes will be presented to the  
12 legislative bodies of the parties for review and approval.

13 B. This agreement may be terminated by any party for any reason upon  
14 provision of sixty days written notice to the remaining parties.

15 C. In the event of termination, parties are responsible for costs  
16 incurred up to the effective date of termination.

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V. INDEMNIFICATION AND HOLD HARMLESS

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 1990.

KING COUNTY:

TUKWILA:

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

\_\_\_\_\_  
Mayor

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

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V. INDEMNIFICATION AND HOLD HARMLESS

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 1990.

KING COUNTY:

TUKWILA:

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

\_\_\_\_\_  
Mayor

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney