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MOTION NO. 8728

A MOTION authorizing an interlocal agreement between King County and the Port of Seattle to cooperate in the construction and maintenance of the Lake Reba Regional Detention Pond.

WHEREAS, King County has a long standing interest in controlling flooding and restoring instream habitat in the Miller Creek Drainage Basin; and

WHEREAS, King County conducted a hydrologic study of the Miller Creek area to find solutions to flooding, erosion, sedimentation, and poor water quality problems; and

WHEREAS, through the study, the Lake Reba area, located north of the Seattle-Tacoma International Airport, has been found to be an appropriate location for a regional detention pond; and

WHEREAS, the Port of Seattle owns the property where the detention pond is best located; and

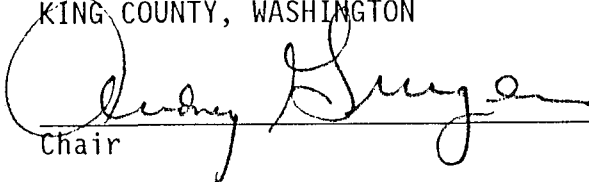
WHEREAS, the cooperation of King County and the Port of Seattle is in the best interests of the public;

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 Port of Seattle for the design, construction, maintenance, and monitoring of the Lake Reba Regional Detention Pond on Port of Seattle owned property.

PASSED this 20th day of July, 1992.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

LAKE REBA REGIONAL STORMWATER DETENTION POND
INTERLOCAL AGREEMENT

8728

1 This Agreement is made and entered into this _____ day of
2 _____, 1992, by and between King County, Washington, hereinafter
3 referred to as "King County", and the Port of Seattle, hereinafter referred
4 to as the "Port", for the purposes of designing, constructing and
5 maintaining a regional stormwater detention pond at the location of Lake
6 Reba in the vicinity of South 150th Street and 16th Avenue South at the
7 north end of the Seattle-Tacoma Airport, hereinafter referred to as the
8 "Project."

9 WHEREAS, the Miller Creek Basin is a highly urbanized basin
10 experiencing increased volume and rate of stormwater flows and degraded
11 water quality; and

12 WHEREAS, in 1987, King County conducted a basinwide reconnaissance
13 study on the Miller Creek Basin and identified the Lake Reba regional
14 detention project as the highest priority project to reduce flooding and
15 erosion and improve water quality in the downstream area of the basin, and

16 WHEREAS, in 1990, King County completed a basinwide hydrologic
17 analysis of the Miller Creek Basin designed to develop implementable
18 solutions for existing drainage problems, including specific problems
19 originating upstream of the Lake Reba drainage area; and

20 WHEREAS, the hydrologic analysis recommends development of a storm
21 water detention facility adjoining Lake Reba on property owned by the Port,
22 which will significantly reduce stream flows, minimize increases in
23 downstream erosion, enhance water quality and improve stream habitat; and

24 WHEREAS, King County and the Port agree that the construction of Lake
25 Reba Regional Stormwater Detention Pond is in the best interest of the
26 public served by both parties;

27 NOW THEREFORE, the parties agree as follows:

28 I. Purpose of the Agreement:

29 The purpose of this agreement is to provide a means for cooperation
30 between the parties for the construction and maintenance of the Lake Reba
31 Regional Stormwater Detention Pond.

32

*lets
attach this
to our location
in drawer*

1 8. King County will provide the Port with as-built drawings and
2 an Operations and Maintenance Manual for the Project.

3 9. King County will provide the Port with all necessary
4 information for obtaining badges or other form of clearance
5 required by the Port for entrance to the area.

6 B. The Port:

7 1. The Port will provide King County with a permanent
8 non-exclusive drainage easement for the property upon which
9 the Project will be constructed, maintained and monitored, in
10 the form set forth in Exhibit A, attached to this agreement
11 and incorporated by reference herein.

12 2. The Port will grant King County a temporary access/easement to
13 the site as described on Exhibit B, attached to this agreement
14 and incorporated by reference herein, during the construction
15 of the Project.

16 3. The Port will review and comment on the construction plans for
17 the Project as designed by King County. Such review and
18 comment shall not create any liability to the Port, or be
19 construed as a representation or warranty of King County's
20 construction plans.

21 4. The Port will grant the County any required permits under Port
22 control allowing the County to construct the detention pond on
23 the site after the Port has reviewed and commented on the
24 construction documents.

25 5. The Port will be responsible for operation of the gate valve
26 located upstream of Lake Reba and the main flow control gate
27 on the outlet structure in the event of an oil or fuel spill
28 which must be contained inside the Project area.

29 a. In the event the Port operates the gate valve upstream, the
30 Port will shut off the gate valve completely to allow no
31 flow through the pipe into Lake Reba.
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V. Continuation and Amendment

A. Continuation of this agreement beyond December 31, 2041 is contingent upon agreement by both parties.

B. This agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.

VI. Indemnification

Both parties agree that as to all claims, actions or causes of actions of whatsoever kind or nature, including those by any person directly or indirectly employed by either party, made or asserted against either or both parties and relating in any way to the subject matter of this Agreement, each will be liable to the other only to the extent of such party's fault or causation and shall indemnify the other for such amount. As to all such claims, actions or causes of action which are a consequence of the sole fault, negligence or causation of a party to this Agreement, such party shall have the duty to defend, save and hold the other harmless, and upon failure to do so shall pay reasonable attorney's fees, costs and expenses incurred by the other party to this Agreement in defense of such claims or actions or in asserting its rights pursuant to this paragraph.

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

Approved as to form:

KING COUNTY

By _____
Deputy Prosecuting Attorney

By _____
King County Executive

Date _____

Date _____

PORT OF SEATTLE

By _____
Legal Counsel

By _____
Chief Executive Officer

Date _____

Date _____