

MOTION NO. **9607**

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2 A MOTION authorizing an interlocal agreement between
3 King County, the City of Seattle (Seattle), the Seattle
4 Housing Authority (SHA), and the King County Housing
5 Authority (KCHA), collectively referred to as the
6 "Parties," for the purpose of improving stormwater
7 drainage for the Paramount House apartments, a KCHA
8 facility, and apartments owned by SHA.

9 WHEREAS, the Paramount House apartment complex, located in unincorporated
10 King County and owned and managed by the KCHA, is experiencing severe flooding
11 problems, and

12 WHEREAS, the flooding is caused by a failing drainage system that is shared by
13 the Paramount House apartments and SHA apartments, and extends into the road right-of-
14 way in Seattle, and

15 WHEREAS, stormwater runoff from adjacent properties and roadways in
16 unincorporated King County contributes to the flooding problems, and

17 WHEREAS, the interlocal agreement will allow the Parties, each with
18 responsibility for a part of the drainage system, to work cooperatively to solve the
19 flooding problems, and

20 WHEREAS, the Parties desire to construct the drainage improvements prior to
21 incorporation of the area by the City of Shoreline, and

22 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the Parties
23 are each authorized to enter into an agreement for cooperative action;
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1 NOW THEREFORE, BE IT MOVED by the Council of King County:

2 The county executive is hereby authorized to enter into an interlocal agreement in
3 substantially the same form as attached hereto as Exhibit A with the Parties to construct
4 the Paramount House Drainage Improvement Project.

5 PASSED by a vote of 12 to 0 this 10th day of July
6 _____, 1995.

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9 Kent Puller
10 Chair

11 ATTEST:

12 Gerald A. Peterson
13 Clerk of the Council

14
15 Attachment:

16 A. Paramount House Drainage Improvement Project Agreement
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Paramount House Drainage Improvement Project Agreement

1 This agreement is made and entered into by King County, Washington, hereinafter
2 referred to as "King County", the City of Seattle, hereinafter referred to as "Seattle", the
3 Seattle Housing Authority, hereinafter referred to as "SHA", and the King County
4 Housing Authority, hereinafter referred to as "KCHA", collectively known as the
5 "Parties", for the purposes of designing and constructing the Paramount House Drainage
6 Improvement Project ("project") to improve stormwater drainage for the Paramount
7 House apartments, a KCHA facility, and apartments owned by SHA, both located at the
8 intersection of Northeast 145th Street and 20th Avenue Northeast.

9 WHEREAS, the Paramount House apartment complex, located in unincorporated
10 King County and owned and managed by the KCHA, is experiencing severe flooding
11 problems, and

12 WHEREAS, the flooding is caused by a failing drainage system that is shared by
13 the Paramount House apartments and SHA apartments, and extends into the road right-of-
14 way in Seattle, and

15 WHEREAS, stormwater runoff from adjacent properties and roadways in
16 unincorporated King County contributes to the flooding problems, and

17 WHEREAS, the KCHA is responsible for maintaining the drainage system located
18 on KCHA property, and

19 WHEREAS, the SHA is responsible for maintaining the drainage system located on
20 SHA property, and

21 WHEREAS, Seattle is responsible for maintaining the drainage system located
22 within the Seattle road right-of-way, and

23 WHEREAS, King County has established a program, the Neighborhood Drainage
24 Assistance Program, to address local flooding, erosion, and sedimentation problems that
25 primarily affect private property and are caused by nonexistent, inadequate, or
26 malfunctioning stormwater conveyance systems, and

27 WHEREAS, the Parties desire to share in the costs and responsibilities of the
28 project to correct interjurisdictional drainage problems which will alleviate the severe
29 flooding problems at the Paramount House apartments, and

30 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the Parties
31 are each authorized to enter into an agreement for cooperative action;

32 NOW THEREFORE, the Parties agree to the following:

1 I. Purpose

2 The purpose of this agreement is to allow the Parties to share in the costs and
3 responsibilities of the project to modify the existing drainage system and correct
4 the flooding problems at the Paramount House apartments and the SHA-owned
5 apartments.

6 II. Project Management

7 The project will be managed by a management team composed of one King County
8 staff member designated by the King County Surface Water Management Division
9 Manager and one Seattle staff member designated by the Director of the Seattle
10 Drainage and Wastewater Utility. The management team will use consensus to
11 reach agreement. In the event that the designated staff members cannot reach
12 consensus on an issue, the issue will be forwarded to the Manager and Director for
13 resolution.

14 III. Responsibilities

15 The Parties agree to the division of responsibilities for the project as set forth
16 below:

17 A. King County shall:

- 18 1. Design the project through its Surface Water Management Division as
19 described in the Project Description and Cost Estimate (included as
20 Exhibit A of this agreement and incorporated by reference herein).
- 21 2. Provide the project design to the other Parties, upon request, for their
22 review and comment.
- 23 3. Construct the project through its Roads and Engineering Division.
- 24 4. Notify the other Parties when the construction activities have been
25 completed so that the other Parties may assume their restoration and
26 maintenance responsibilities.

27 B. Seattle shall:

- 28 1. Obtain all required permits for the project.
- 29 2. Provide to King County, upon request, any engineering information,
30 including survey information and design drawings, that may be useful in
31 the design and construction of the project.
- 32 3. Maintain those portions of the project that are within its right-of-way.

1 C. SHA shall:

- 2 1. Provide to King County all necessary access to its property for design
3 and construction of the project.
4 2. Provide restoration work as needed (see Exhibit A).
5 3. Maintain those portions of the project that are on its property.

6 D. KCHA shall:

- 7 1. Provide to King County all necessary access to its property for design
8 and construction of the project.
9 2. Maintain those portions of the project that are on its property.

10 IV. Costs

11 Under the Neighborhood Drainage Assistance Program, King County has
12 designated resources for project design. Through this agreement King County,
13 Seattle, and KCHA agree to share evenly in the cost of construction of the project,
14 including materials, and labor costs incurred by the King County Roads and
15 Engineering Division while completing construction activities. The construction to
16 be completed by King County is estimated to cost approximately \$24,984. SHA
17 agrees to pay for the restoration costs associated with the project; those costs are
18 estimated to be \$8,913. The cost share for each Party will be based on actual
19 costs. See Exhibit A for a description of the construction and restoration activities
20 and costs.

21 A. King County shall:

- 22 1. Pay for all costs related to the design of the project.
23 2. Pay for one-third of the total cost for construction of the project,
24 including materials and labor costs. The amount paid by King County
25 for these construction costs shall not exceed \$8,500.

26 B. Seattle shall:

- 27 1. Pay for one-third of the total cost for construction of the project,
28 including materials and labor costs. The amount paid by Seattle for these
29 construction costs shall not exceed \$8,500.
30 2. Pay for all costs related to future maintenance of those portions of the
31 drainage system within its right-of-way.
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1 C. SHA shall:

- 2 1. Pay for all restoration costs (purchase or in-kind) related to the following:
- 3 a) clearing and grubbing of the project area;
- 4 b) re-seeding the project area after construction;
- 5 c) repair of the asphalt parking;
- 6 d) repair of the sidewalk and curbing;
- 7 e) removing and replacing an existing chain link fence to allow
- 8 installation of a drainage pipe; and
- 9 f) landscaping the project area after construction.
- 10 2. The amount paid by SHA for these restoration costs shall not exceed
- 11 \$9,000.
- 12 3. Pay for all costs related to future maintenance of those portions of the
- 13 drainage system on its property.

14 D. KCHA shall:

- 15 1. Pay for one-third of the total cost for construction of the project,
- 16 including materials and labor costs. The amount paid by KCHA for these
- 17 costs shall not exceed \$8,500.
- 18 2. Pay for all costs related to future maintenance of those portions of the
- 19 drainage system on its property.

20 V. Billing and Payment

21 Provisions regarding billing and payment are as follows:

- 22 A. King County shall bill Seattle and KCHA for their respective one-third shares
- 23 of the total actual construction costs.
- 24 B. Seattle and KCHA shall pay King County for the invoiced amounts within 30
- 25 days of receipt.
- 26 C. Nothing herein shall be construed as obligating any of the Parties to expend
- 27 money in excess of appropriations authorized by law and administratively
- 28 allocated for this work.

29 VI. Duration, Termination, and Amendment

30 The Parties agree to the following:

- 31 A. This agreement is effective upon signature by the Parties and remains in
- 32 effect until December 31, 1997.

- 1 B. This agreement may be terminated by any Party upon 30 days written notice.
2 In the event of termination, payment will be made for work performed to the
3 date of termination in the proportion agreed to by the Parties.
4 C. This agreement may be amended, altered, clarified, or extended only by the
5 written agreement of the Parties hereto. An equitable adjustment in cost or
6 period of performance or both may be made if required by the change.
7 D. This agreement is not assignable by any Party, either in whole or in part.

8 VII. Counterparts

9 This agreement may be executed in counterparts.

10 VIII. Indemnification and Hold Harmless

11 The Parties agree to the following:

12 Each Party shall protect, defend, indemnify, and save harmless the other
13 Parties, their officers, officials, employees, and agents while acting within the
14 scope of their employment as such, from any and all costs, claims,
15 judgments, and/or awards of damages, arising out of or in any way resulting
16 from any Party's own negligent acts or omissions. Each Party agrees that its
17 obligations under this subparagraph extend to any claim, demand, and/or
18 cause of action brought by or on behalf of any employees, or agents. For
19 this purpose, each Party, by mutual negotiation, hereby waives, with respect
20 to the other Parties only, any immunity that would otherwise be available
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against such claims under the Industrial Insurance provisions of Title 51
RCW. In the event that any Party incurs any judgement, award, and/or cost
arising therefrom including attorneys' fees to enforce the provisions of this
Article, all such fees, expenses, and costs shall be recoverable from the
responsible Party to the extent of that Party's culpability.

IN WITNESS WHEREOF, the Parties hereto have executed this amendment on the
_____ day of _____, 19_____.

Approved as to Form

KING COUNTY:

By: _____
Title: Deputy Prosecuting Attorney

By: _____
Title: King County Executive

Approved as to Form

CITY OF SEATTLE:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

SEATTLE HOUSING AUTHORITY:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

KING COUNTY HOUSING AUTHORITY:

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT A

**Paramount House Drainage Improvement Project
Project Description and Cost Estimate**

Project Description

The existing 18-inch diameter storm drain pipe coming from the sidewalk inlet on the south side of NE 145th Street, near the Seattle Housing Authority units, will be replaced with a new pipeline. The existing line is plugged and empties into a grossly undersized and non-functioning infiltration area along the west property limits.

In order to allow a gravity system, the new 18-inch diameter pipeline will connect to the sidewalk inlet, traverse through the Seattle Housing Authority property and empty into an open drainage ditch running along the west side of 20th Avenue NE.

Cost EstimateConstruction Costs

Mobilization	\$2,700
Embankment compaction	\$500
18" diameter corrugated polyethylene pipe	\$10,000
Type I catch basin	\$4,200
Erosion control	\$500
Connection to existing system	\$500
Utility relocation	\$3,000
Flag person	\$325
Contingency (15%)	\$3,259
Construction Total	\$24,984

Restoration Costs

Clearing and grubbing	\$1,500
Re-seeding	\$150
Asphalt repair	\$1,875
Concrete class A repair	\$3,000
Chain link fence	\$225
Landscaping	\$1,000
Contingency (15%)	\$1,163
Restoration Total	\$8,913

Grand Total	\$33,897
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