

MOTION NO. **9624**

1  
2 A MOTION authorizing King County to enter into  
3 an interlocal agreement with the City of Kent  
4 and the Green River Flood Control Zone District  
5 to establish local cost-sharing and project  
6 maintenance responsibilities for the Horseshoe  
7 Bend Levee Project on the Green River.

8 WHEREAS, the Horseshoe Bend Levee Improvement Project, a levee-  
9 raising project on the right bank of Green River in unincorporated King  
10 County, is scheduled for construction by the U.S. Army Corps of Engineers  
11 in the fall of 1995, and

12 WHEREAS, King County and the city of Kent share jurisdiction over the  
13 area which would benefit from flood protection provided by the project and  
14 are willing to share local costs for the project, and

15 WHEREAS, the Green River Flood Control Zone District (District) was  
16 activated in 1990 to provide a funding base for operation and maintenance  
17 of Green River pump stations, levees and revetments, and

18 WHEREAS, the parties to the Green River Basin Program agree that the  
19 District should exercise its authority to serve as local sponsor of the  
20 Horseshoe Bend project, and

21 WHEREAS, the Horseshoe Bend Levee Improvement Project has been  
22 identified as the highest priority remaining project from the 1987 Green  
23 River Levee Improvement Plan, and

24 WHEREAS, the Horseshoe Bend Interlocal Agreement will establish local  
25 cost-sharing and project maintenance responsibilities between the three  
26 parties, and

27 WHEREAS, pursuant to Section 4.A.1 of Resolution No. GR1990-1 of the  
28 Green River Flood Control Zone District Board of Supervisors, new levee  
29 facilities constructed within the District's boundaries can be added to the  
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1 District's facility inventory for maintenance and operation by the  
2 District, provided that the facility is approved by King County and  
3 facility access is adequate, and

4 WHEREAS, the Horseshoe Bend Levee Improvement Project, once  
5 completed, is expected be eligible for maintenance by the District, subject  
6 to competing maintenance needs and available funding during each budget  
7 cycle;  
8

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

10 The county executive is hereby authorized to enter into an interlocal  
11 agreement with the city of Kent and the Green River Flood Control Zone  
12 District in substantially the same form as attached hereto to establish  
13 local cost sharing and project maintenance responsibilities for the  
14 Horseshoe Bend Levee Improvement Project.  
15

16 PASSED by a vote of 12 to 0 this 31<sup>st</sup> day  
17 of July, 1995.

18 KING COUNTY COUNCIL  
19 KING COUNTY, WASHINGTON

20 Kent Pullen  
21 Chair

22 ATTEST:

23  
24 Gerald A. Peterson  
25 Clerk of the Council  
26

27 ATTACHMENT:

28 A. Interlocal Agreement - Horseshoe Bend Levee Project  
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**INTERLOCAL AGREEMENT BETWEEN KING COUNTY, THE CITY OF KENT  
AND THE GREEN RIVER FLOOD CONTROL ZONE DISTRICT  
FOR CONSTRUCTION AND LOCAL COST-SHARING  
OF THE HORSESHOE BEND LEVEE PROJECT**

**THIS AGREEMENT** is entered into by and between the **COUNTY OF KING** (hereinafter referred to as "**KING COUNTY**"), the **CITY OF KENT**, a municipal corporation of the State of Washington (hereinafter referred to as "**KENT**") and the **Green River Flood Control Zone District**, a quasi municipal corporation of the State of Washington authorized under the provisions of Revised Code of Washington (RCW) 86.15 (hereinafter referred to as the "**DISTRICT**") for the purpose of requesting the United States Army Corps of Engineers to construct the **HORSESHOE BEND LEVEE PROJECT** under the authority granted by Section 205 of the Flood Control Act of 1948, as amended. The agreement will also authorize the local portion of **HORSESHOE BEND LEVEE PROJECT** costs to be funded equally between **KING COUNTY** and **KENT** with the **DISTRICT** serving as local sponsor for disbursement of these funds and maintaining the project upon its completion.

**WHEREAS**, the 1987 Green River Levee Improvement Plan (LIP), which outlines all new levee improvements to be constructed in the Lower Green River Basin, includes the **HORSESHOE BEND LEVEE PROJECT** among its highest priority projects, known as the Phase One levee improvements; and

**WHEREAS**, the Green River Basin Executive Committee (BEC), in a September 1990 letter to the U.S. Army Corps of Engineers, requested Corps assistance in the design and construction of needed levee improvements at the Horseshoe Bend site; and

**WHEREAS**, in response, the Corps of Engineers completed a Favorable Section 205 Initial Appraisal Report and Detailed Project Report (DPR) for the **HORSESHOE BEND LEVEE PROJECT** to serve as the basis for a Project Cooperation Agreement (PCA) identifying Corps and local sponsor responsibilities for construction of the project; and

**WHEREAS**, **KENT** and **KING COUNTY** share jurisdiction over the area which would benefit from flood protection provided by the **HORSESHOE BEND LEVEE PROJECT**; and

**WHEREAS**, the **DISTRICT** was activated in 1990 to provide a funding base for operation and maintenance of Green River pump stations and for maintenance of a number of Green River levees and revetments; and

WHEREAS, the parties to the Green River Basin Program agree that the DISTRICT should exercise its authority to serve as local sponsor for capital projects within its boundaries, provided that the jurisdictions which share flood protection benefits within the project area agree to share costs associated with the local portions of project design and construction;

NOW, THEREFORE, the parties hereto agree as follows:

**PURPOSE OF AGREEMENT:**

The PURPOSE of this agreement is to authorize the U.S. Army Corps of Engineers to construct the HORSESHOE BEND LEVEE PROJECT under authority granted by Section 205 of the Flood Control Act of 1948, as amended, and to set forth a local cost-sharing arrangement between KING COUNTY and KENT, with the DISTRICT as local sponsor for construction of the project and responsible for operation and maintenance of the project upon its completion.

**I. RESPONSIBILITIES:**

**A. KING COUNTY**

KING COUNTY's responsibilities will be as follows:

1. KING COUNTY, through the Surface Water Management Division of the King County Public Works Department, acting in the capacity of the County Engineer, will serve as the administering agency for the DISTRICT, pursuant to RCW 86.15 and as provided for in King County Council Resolution GR-1.
2. KING COUNTY will provide 50 percent of the local cost share for the HORSESHOE BEND LEVEE PROJECT as determined from the PCA, to be signed by the Corps of Engineers and the DISTRICT preceding construction of the project.
3. KING COUNTY will provide its share of costs for the HORSESHOE BEND LEVEE PROJECT to the DISTRICT prior to all funding deadlines established by the DISTRICT and the Corps of Engineers in the PCA.
4. KING COUNTY will acquire all necessary permits for the project prior to initiation of project construction.

**B. KENT**

KENT's responsibilities will be as follows:

1. **KENT will provide 50 percent of the local cost share for the HORSESHOE BEND LEVEE PROJECT as determined from the PCA, to be signed by the Corps of Engineers and the DISTRICT preceding construction of the project.**
2. **KENT will provide its share of costs for the HORSESHOE BEND LEVEE PROJECT to the DISTRICT prior to all funding deadlines established by the DISTRICT and the Corps of Engineers in the PCA.**

#### **C. GREEN RIVER FLOOD CONTROL ZONE DISTRICT**

The DISTRICT's responsibilities will be as follows:

1. **The DISTRICT will serve as local sponsor for the HORSESHOE BEND LEVEE PROJECT**
2. **As local sponsor for the HORSESHOE BEND LEVEE PROJECT, the DISTRICT will be responsible for all contractual obligations with the Corps of Engineers during all phases of the project, including permits, land rights, and maintenance easements.**
3. **The DISTRICT will collect funds from KING COUNTY and KENT for the local portion of costs for the project and will distribute those funds to the Corps of Engineers by all funding deadlines as established in the PCA.**
4. **The DISTRICT will provide annual maintenance for the HORSESHOE BEND LEVEE PROJECT, in compliance with any obligations assumed as local sponsor, and to standards determined by the Corps of Engineers and agreed to upon the project's completion and stated in writing in the Corps Maintenance Manual for the project.**

#### **II. COST ESTIMATES:**

- A. **Initial construction estimates for the HORSESHOE BEND LEVEE PROJECT were estimated by the Corps of Engineers in their DPR at \$202,000. The local share of costs for the project will be determined in the PCA for the project, and will include credit for lands, easements and right of way costs incurred as part of the project.**
- B. **Upon completion of construction of the HORSESHOE BEND LEVEE PROJECT, any local costs in excess of the Corps of Engineers' estimate will be shared equally between KING COUNTY and KENT.**

#### **III. PROJECT BENEFITS:**

The Corps of Engineers have estimated the value of residential and commercial properties protected by the proposed HORSESHOE BEND LEVEE PROJECT to be approximately \$27,000,000.

**IV. SCHEDULE:**

The schedule for the HORSESHOE BEND LEVEE PROJECT will be set by the Corps of Engineers prior to the initiation of project construction. The schedule will be dependent on the acquisition and conditions set forth in required permits for the project. The target for construction is the fall of 1995.

**V. EFFECTIVENESS AND DURATION:**

This agreement shall be effective upon signature by all parties and will remain in effect until the HORSESHOE BEND LEVEE PROJECT is completed.

**VI. AMENDMENTS AND EXTENSION OR TERMINATION:**

- A. This agreement may be amended only by written agreement of the parties hereto. Any proposed changes will be presented to the legislative bodies of the parties for review and approval.
- B. This agreement may be terminated by any party for any reason upon provision of sixty days written notice to the remaining parties.
- C. In the event of termination, parties are responsible for costs incurred up to the effective date of termination.

**VII. INDEMNIFICATION**

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 or 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 \_\_\_\_\_, 19\_\_.

Approved as to form:

KING COUNTY:

By: \_\_\_\_\_  
Title: Deputy Prosecuting Attorney

By: \_\_\_\_\_  
Title: King County Executive

Approved as to form:

KENT:

By: \_\_\_\_\_  
Title: City Attorney

\_\_\_\_\_ Title: Mayor

GREEN RIVER FLOOD CONTROL  
ZONE DISTRICT (DISTRICT):

By: \_\_\_\_\_  
Title: Chairperson, DISTRICT  
Board of Supervisors