

March 6, 1998

clerk 3/19/98

Introduced By: ROB MCKENNA  
LARRY PHILLIPS

Proposed No.: 98-245

MOTION NO. **10453**

1  
2 A MOTION authorizing an interlocal agreement with the  
3 City of Renton to provide funding for the non-federal share  
4 of the construction cost of a flood control project on the  
5 Cedar River Channel in Renton that is of regional economic  
6 and environmental significance.

7 WHEREAS, Renton and King County share jurisdiction in the lower Cedar River  
8 Basin, and

9 WHEREAS, the Cedar River Channel in Renton was constructed in 1912, when the  
10 Cedar River was diverted into Lake Washington in anticipation of the lowering of Lake  
11 Washington that resulted from construction of the Lake Washington Ship Canal, and

12 WHEREAS, the Cedar River Channel was not built to transport the natural volume  
13 of sediment carried by the river to the lake, and so has required periodic dredging since its  
14 construction to provide adequate flood protection and continued upstream passage for fish,  
15 and

16 WHEREAS, recent sediment accumulation in the channel to approximately River  
17 Mile 1.25 has contributed to regionally significant flooding three times since 1990,  
18 damaging public and private infrastructure and threatening production of airplanes at the  
19 Boeing Renton plant, and

1           WHEREAS, King County and Renton developed the Lower Cedar River Basin and  
2 Nonpoint Pollution Action Plan, which recommended a solution to the flooding in the  
3 Cedar River Channel (Recommendation MS 2) consistent with the proposed project, and

4           WHEREAS, Renton has requested federal assistance from the U.S. Army Corps of  
5 Engineers under Section 205 of the 1948 Flood Control Act (as amended) to provide  
6 technical and funding assistance for the planning, design and construction of the project,  
7 and

8           WHEREAS, the Corps has completed the Feasibility Study Detailed Project Report  
9 and Environmental Impact Statement for the Project, which estimate construction and  
10 future maintenance costs associated with the project, and

11           WHEREAS, King County has an interest in the construction of the project because  
12 of the regional significance of the economic and environmental damages associated with  
13 the flooding problem and the sedimentation of the channel, and

14           WHEREAS, The Boeing Company is expected to make a financial contribution to  
15 the project equivalent to that of King County, in recognition of the benefits the company  
16 will receive from construction of the project, and

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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, BE IT MOVED by the Council of King County:

The executive is authorized to enter into an interlocal agreement, in substantially the same form as attached, to provide funding toward the non-federal share of the construction cost for the Cedar River Section 205 Flood Control Project in Renton.

PASSED by a vote of 11 to 0 this 11<sup>th</sup> day of May,  
1998

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

*Louise Miller*  
Chair

ATTEST:

*Emerson*  
Clerk of the Council

Attachment: Renton Cedar River Section 205 Flood Control Project Funding Partnership Interlocal Agreement

1 **RENTON CEDAR RIVER SECTION 205 FLOOD CONTROL PROJECT**  
2 **FUNDING PARTNERSHIP INTERLOCAL AGREEMENT**  
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5 This agreement is entered into by and between the County of King,  
6 hereinafter referred to as "King County," and the City of Renton, hereinafter  
7 referred to as "Renton," for the purpose of providing funding for the non-federal  
8 share of the total project construction cost associated with the Cedar River Section  
9 205 Flood Control Project in Renton, hereinafter referred to as the "project." King  
10 County and Renton will hereinafter be referred to as the "Parties".

11 WHEREAS, Renton and King County share jurisdiction in the lower Cedar  
12 River Basin; and

13 WHEREAS, the Cedar River Channel in Renton was constructed in 1912  
14 when the Cedar River was diverted into Lake Washington in anticipation of the  
15 lowering of Lake Washington as a result of the construction of the Ballard Locks;  
16 and

17 WHEREAS, the Cedar River Channel was not built to transport the volume  
18 of sediment carried by the river to the lake, and so has required periodic dredging  
19 since its construction to provide adequate flood protection and continued upstream  
20 passage of fish; and

21 WHEREAS, recent sediment accumulation in the channel to approximately  
22 River Mile 1.25 has contributed to regionally significant flooding three times since  
23 1990, damaging public and private infrastructure and threatening production of  
24 airplanes at the Boeing Renton Plant; and

25 WHEREAS, the parties developed the Lower Cedar River Basin and  
26 Nonpoint Pollution Action Plan, which recommended a solution to the flooding in  
27 the Cedar River Channel (Recommendation MS 2); and

28 WHEREAS, Renton has requested federal assistance from the U.S. Army  
29 Corps of Engineers (hereinafter the "Corps") under Section 205 of the 1948 Flood  
30 Control Act (as amended) to provide technical and funding assistance for the  
31 planning, design and construction of the Project; and

32 WHEREAS, the Corps has completed the Feasibility Study Detailed Project  
33 Report and Environmental Impact Statement for the Project, which estimates  
34 construction and future maintenance costs associated with the Project; and

1 WHEREAS, King County has an interest in the construction of the project  
2 because of the regional significance of the economic and environmental damages  
3 associated with the flooding problem and the sedimentation of the channel; and

4 WHEREAS, The Boeing Company is expected to make a financial  
5 contribution to the project equivalent to that of King County, in recognition of the  
6 benefits the company will receive from construction of the project; and

7 WHEREAS, other entities may also contribute funding to the project, in  
8 which case the financial contributions of Renton, The Boeing Company and King  
9 County are to be reduced by equal amounts, proportionate to any additional  
10 contributions; and

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

13 NOW THEREFORE, the parties hereto agree as follows:

14  
15 **I. PURPOSE OF THE AGREEMENT AND PROJECT:**

16 This agreement provides for the Parties to jointly fund the non-federal cost  
17 share for the Renton Cedar River Section 205 Flood Control Project. The  
18 federal cost share, along with project construction, will be provided through  
19 the Corps. The estimated total project construction cost is \$8,515,000 with  
20 the non-federal share of the project construction cost estimated to be  
21 \$3,999,000. The project consists of the following:

- 22 A. Dredging to a depth of approximately four feet below the 1995 channel  
23 bottom, from Lake Washington to the Logan Avenue North Bridge over  
24 the Cedar River, then tapering to a dredge depth of zero feet at, or near,  
25 the Williams Avenue North Bridge over the Cedar River at  
26 approximately river mile 1.25.
- 27 B. Constructing levees/floodwalls along the right and left banks of the  
28 Cedar River from Lake Washington to approximately river mile 1.25.
- 29 C. Modifying the South Boeing Bridge with a hydraulic system that will  
30 raise the bridge to allow flood flows to pass during extreme flood  
31 events.
- 32 D. Creating habitat enhancement plantings in the project construction area  
33 and constructing a groundwater salmonid spawning channel on Renton-

1 owned property east of the Maplewood Golf Course to mitigate for  
2 project impacts.

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4 **II. ADMINISTRATION**

5 This Agreement will be administered by one King County staff member to  
6 be designated by the Director of the King County Department of Natural  
7 Resources and one City of Renton staff member to be designated by the  
8 City of Renton Administrator of the Planning/Building/Public Works  
9 Department. The designated contacts will communicate as necessary to  
10 carry out the terms of this Agreement and will use consensus to resolve any  
11 conflicts which arise. Any conflict which is not resolved within ten days of  
12 being raised between the designated contacts will be referred to Director of  
13 the King County Department of Natural Resources and the City of Renton  
14 Administrator of the Planning/Building/Public Works Department who  
15 shall resolve the conflict.

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17 **III. PROJECT MANAGEMENT AND RESPONSIBILITIES:**

18 **A. Project Management**

19 Under a separate interlocal agreement, the project will be constructed  
20 and managed by the Corps and the City of Renton as the local sponsor  
21 of the project. Project status reports, which include cost information,  
22 will be provided periodically to King County as requested. King  
23 County staff may periodically be requested to provide technical advice  
24 regarding the mitigation activities for the project (habitat enhancement  
25 plantings and a groundwater salmonid spawning channel).

26 **B. Project Responsibilities**

27 The parties agree to the division of responsibilities for the Cedar River  
28 Section 205 Flood Control Project as set forth below:

29 **1. Renton shall:**

- 30 a. Act as the local sponsor for the project, assuming ultimate  
31 responsibility for all of the non-federal share of its costs,  
32 pursuant to a separate interlocal agreement with the Corps.

1 In conjunction with the Corps, construct the project,  
2 including the following:

- 3 i. prepare all required engineering designs, construction  
4 plans, construction specifications, permit applications,  
5 reports and other documents required for planning,  
6 permitting, design, construction of the project;  
7 ii. coordinate and obtain all permits, environmental review  
8 and approvals, easements and rights-of-way required for the  
9 project;  
10 iii. perform project and construction management  
11 responsibilities;  
12 iv. invite King County to attend project coordination  
13 meetings with regulatory agencies and other project partners,  
14 as appropriate;
- 15 c. Perform post-construction monitoring of the project mitigation  
16 improvements and any monitoring that is required by the Corps  
17 as part of the project operation and maintenance manual.  
18 d. Be responsible for ongoing maintenance of the project.
- 19 2. King County shall:
- 20 a. Provide technical advice regarding mitigation activities for the  
21 project, subject to staff availability.  
22 b. Provide funding for the project, according to the terms of  
23 Agreement Section IV.C. of this agreement.  
24 c. Support establishment of a regional funding source that would  
25 assist future maintenance of the project as part of the Surface  
26 Water Management Regional Needs Assessment process.

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28 **IV COSTS AND CONTRIBUTIONS:**

29 **A. Project Cost Shares**

30 Construction costs for the Cedar River 205 Flood Control Project are  
31 currently estimated at \$8,515,000. The federal share of these costs is  
32 estimated to be \$4,516,000, and the non-federal share of these costs is  
33 estimated to be \$3,999,000. Of the non-federal share project costs, the

1 City of Renton is responsible for providing approximately \$2,949,000,  
2 part of which it expects to raise through a contribution from The Boeing  
3 Company and the sale of dredged material. King County is responsible  
4 for providing a maximum of \$1,050,000. King County will contribute  
5 less than the maximum if other funding partners are added or if actual  
6 project costs are less than estimated, as set forth in Agreement Sections  
7 IV.C.2. and V.C. below.

8 **B. Renton Responsibilities:**

9 Renton shall:

- 10 1. Enter into an interlocal agreement with the Corps to construct and  
11 jointly fund the Cedar River 205 Flood Control Project in  
12 accordance with cost share provisions as described in Agreement  
13 Section IV. A. above.
- 14 2. Pay the portion of the non-federal share of the actual project costs  
15 that is not funded by King County.
- 16 3. Seek funding contributions for the project from other potential  
17 funding partners, including the State of Washington.
- 18 4. Support reimbursement to King County of its contribution to the  
19 project, less \$100,000, from any future regional funds for surface  
20 water management.

21 **c. King County Responsibilities**

22 King County shall:

- 23 1. Provide \$1,050,000 of funding to Renton for the King County  
24 portion of the total non-federal share of the project cost, reduced  
25 pursuant to Agreement Sections IV.C.2. and V.C. below if other  
26 funding partners are added or if actual project costs are less than  
27 estimated
- 28 2. Support Renton in seeking funding from other potential project  
29 funding partners, including the State of Washington. If additional  
30 project funding partners are secured for the project, then King  
31 County's required contribution to the project shall be reduced by  
32 one-third of the total amount contributed by the additional partners.

33 **V. BILLING AND PAYMENT**



1 Provisions regarding billing and payment are as follows:

- 2 A. Renton shall invoice King County for one-hundred percent (100%) of  
3 the King County portion (\$1,050,000) of the estimated non-federal  
4 share (\$3,999,000) of the U.S. Army Corps of Engineers (Corps)  
5 estimated project costs, less any reductions because of additional  
6 funding partners pursuant to Agreement Section IV.C.2. above, upon  
7 execution of this agreement.
- 8 B. King County shall pay Renton the invoiced amount no later than  
9 September 30, 1998.
- 10 C. Upon completion of the project or termination of the interlocal  
11 agreement between Renton and the Corps for construction of the  
12 project, Renton will provide King County with an accounting of actual  
13 project costs incurred compared to estimated project costs. If the actual  
14 non-federal share of the project costs, reduced by revenues from the  
15 sale of dredged material, is less than \$3,150,000, the difference shall be  
16 divided into equal shares among the funding partners for the project,  
17 including Renton, King County, the Boeing Company and any  
18 additional partners secured for the project, and Renton shall refund  
19 King County its share. If the actual non-federal share of the project  
20 costs, reduced by revenues from the sale of dredged material, is greater  
21 than \$3,150,000, King County's contribution shall remain no greater  
22 than the amount invoiced for payment under Agreement Section V.A..  
23 above. In no event will King County's cost share for project  
24 construction exceed \$1,050,000.
- 25 D. Nothing herein shall be construed as obligating any of the Parties to  
26 expend money in excess of appropriations authorized by law and  
27 administratively allocated for this work.

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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  
32 in effect until December 31, 1999.

- 1 B. This agreement may be amended, altered, clarified, or extended only by  
2 the written agreement of the Parties hereto. An equitable adjustment in  
3 cost or period of performance, or both, may be made if required by the  
4 change.
- 5 C. This agreement is not assignable by either Party, either in whole or in  
6 part.
- 7 D. This agreement is the complete expression of the terms hereto and any  
8 oral or written representations or understandings not incorporated herein  
9 are excluded. The parties recognize that time is of the essence in the  
10 performance of the provisions of this agreement. Waiver of any default  
11 shall not be deemed to be waiver of any subsequent default. Waiver of  
12 breach of any provision to this agreement shall not be deemed to be a  
13 waiver of any other or subsequent breach and shall not be construed to  
14 be a modification of the terms of agreement unless stated to be such  
15 through written approval by the parties which shall be attached to the  
16 original agreement.

17

18 **VII. INDEMNIFICATION AND HOLD HARMLESS**

19 The Parties agree to the following:

20 Each Party shall protect, defend, indemnify and save harmless the other  
21 Party, its officers, officials, employees and agents, while acting within the scope of  
22 its employment as such, from any and all costs, claims, judgments, and/or awards  
23 of damages, arising out of or in any way resulting from either Party's own  
24 negligent acts or omissions. Each Party agrees that its obligation under this  
25 subparagraph extend to any claim, demand, and/or cause of action, brought by or  
26 on behalf of any employees, or agents. For this purpose, each Party, by mutual  
27 negotiation, hereby waives, with respect to the other Party only, any immunity that  
28 would otherwise be available against such claims under the Industrial Insurance  
29 provisions of Title 51 RCW. In the event that either Party incurs any

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judgment, 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 agreement as of this \_\_\_\_\_ day of \_\_\_\_\_ 1998.

Approved as to Form:

KING COUNTY:

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

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

RENTON:

\_\_\_\_\_  
City of Renton Attorney

\_\_\_\_\_  
Jesse Tanner, Mayor

Attest: \_\_\_\_\_  
Marilyn J. Petersen, City Clerk