

April 15, 1998

Introduced By:

ROB MCKENNA  
MAGGI FIMIA

Proposed No.:

**98-272**

MOTION NO. **10469**

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A MOTION authorizing the county executive to amend the interlocal agreement with the city of Shoreline for the county to add the provision of off-road drainage maintenance services by the county Department of Transportation's Road Services Division for those off-road drainage facilities within the jurisdiction of the city.

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WHEREAS, the city of Shoreline is legally responsible for repair and maintenance of drainage facilities within its jurisdiction, and

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WHEREAS, the city wishes to have the department of transportation, road services division perform off-road drainage maintenance services for the city, and

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WHEREAS, the county is willing and able to perform such services, and

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WHEREAS, the parties can achieve cost savings and benefits in the public's interest by having the county complete those services for the city at the city's expense;

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

The county executive is authorized to execute an amendment to the interlocal agreement, substantially in the form of the attached, with the city of Shoreline for the county to add the provision of off-road drainage maintenance services.

PASSED by a vote of 11 to 0 this 1<sup>ST</sup> day of June,  
1998.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

*Louise Miller*  
Chair

ATTEST:

*[Signature]*  
Clerk of the Council

Attachments: Amendment to the Interlocal Agreement between King County and the City of Shoreline

10469

Clerk's Receiving

No. 579

Date 3/24/98

R. A. Rose

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN KING COUNTY  
AND THE CITY OF SHORELINE FOR PROVISION OF ROADS  
MAINTENANCE SERVICES

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This amendment modifies the Interlocal Agreement between King County, a home-rule charter County, political subdivision of the State of Washington ("the County"), and the City of Shoreline, municipal corporation of the State of Washington ("the City"), titled "An Interlocal Agreement between King County and the City of Shoreline for Provision of Roads Maintenance Services" entered into October 27, 1995 ("the Agreement").

RECITALS

- A. Under the Agreement, the County will provide the City with basic and discretionary road and traffic services on a cost reimbursable basis.
  
- B. The parties are desirous of amending the Agreement to add the provision of drainage maintenance services by the King County Roads Services Division for those drainage facilities within the jurisdiction of the City.
  
- C. Paragraph 11 of the Agreement provides that the Agreement may be amended at any time by mutual written agreement of the parties.

AGREEMENT

NOW THEREFORE, the parties agree to the following terms and conditions:

1. Exhibit 2 is amended by adding the following language:

"King County proposes to provide discretionary drainage maintenance services to specified drainage facilities under the jurisdiction of the City. The City will manage, direct, and inspect the drainage facilities within its jurisdiction and will, through the discretionary service request process, request specific maintenance services from the King County Road Services Division. Actual services provided will be those requested by the City, which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all discretionary services. The County is not responsible for, and will not conduct, any reconstruction, maintenance or other services whatsoever to City drainage facilities unless specifically requested to do so in writing by the City."

2. Section 3.1 is amended to substitute "roadway, drainage and traffic" in place of "both roadway and traffic."
3. Sections 4.2, 6, and 6.3 are amended to substitute "roadway, drainage and traffic" in place of "roadway and traffic."

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4. Section 6.4 is amended to substitute "roadways and drainage facilities" in place of "roadways."

5. Section 13 is amended to substitute "Director, King County Department of Transportation" in place of "King County Director of Public Works."

6. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date last written below.

KING COUNTY

CITY OF SHORELINE

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

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

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

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