

July 1, 1988  
0929C/NM/rr

INTRODUCED BY: Bruce Laing

PROPOSED NO.: 88-405

MOTION NO. 7226

A MOTION authorizing an interlocal agreement between King County, Snohomish County, and the City of Lynnwood to cooperate in the design, right-of-way acquisition, and construction of a regional detention pond at the intersection of I-5 and I-405.

WHEREAS, King County, Snohomish County and Lynnwood share jurisdiction in the Swamp Creek Basin, and

WHEREAS, the basin experiences chronic and often severe flooding problems as a result of storm and surface water runoff, and

WHEREAS, King and Snohomish County have completed a joint stormwater planning study addressing the flood control problems in King County, and

WHEREAS, the said study identified the need for a regional detention pond in the area of the I-5 and I-405 intersection as the highest priority for stormwater control in King County, and

WHEREAS, it is in the best interests of the publics served by the three jurisdictions to work together cooperatively to design, acquire right-of-way for, and construct such a facility,

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

The county executive is hereby authorized to enter into the attached interlocal agreement with Snohomish County and the City of Lynnwood for the design and construction of the I-5/I-405 Regional Detention Pond in the Swamp Creek Basin.

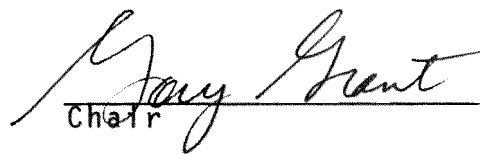
1 Provided that:

2 Page 5, lines 21 and 22 of the attached interlocal agreement  
3 are revised to read as follows:

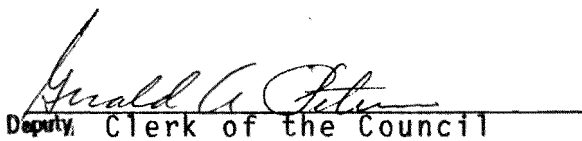
4 B. This agreement may be terminated by any party with  
5 reasonable justification upon provision of 30 days written notice  
6 to the remaining parties. Reasonable justification shall include  
7 the absence of an appropriation for this project in a  
8 jurisdiction's annual budget.

9 PASSED this 5th day of July, 1988.

10 KING COUNTY COUNCIL  
11 KING COUNTY, WASHINGTON

12   
13 Chair

14 ATTEST:

15   
16 Deputy Clerk of the Council

I-5/I-405 Regional Detention Pond  
Interlocal Agreement

1 This agreement is hereby entered into this \_\_ day of \_\_\_\_\_, 1988, by  
2 and between King County, Washington, hereinafter referred to as "King County",  
3 and Snohomish County, Washington, hereinafter referred to as "Snohomish  
4 County", and the City of Lynnwood, a municipal corporation of the State of  
5 Washington, hereinafter referred to as "Lynnwood" for the purpose of coopera-  
6 tively designing and building a regional detention pond at the convergence  
7 of I-5 and I-405 in the Swamp Creek Basin, Snohomish County.

8 WHEREAS, King County, Snohomish County and Lynnwood share jurisdiction  
9 in the Swamp Creek Basin (including Scriber Creek), and

10 WHEREAS, King and Snohomish Counties entered into an interlocal  
11 agreement in 1985 to evaluate the hydrologic and hydraulic characteristics of  
12 the Swamp Creek Basin and plan regional detention facilities to address the  
13 chronic flooding problems in the area, and

14 WHEREAS, the study, completed in 1986, found the most effective site for  
15 a detention facility to provide flood protection to both Snohomish and  
16 King Counties is located near the intersection of Interstates 5 and 405 in  
17 southern Snohomish County, and

18 WHEREAS, this facility will provide flood water storage to offset the  
19 downstream effects of peak flows from Lynnwood, and

20 WHEREAS, the parties acknowledge the benefits to the publics they serve  
21 of cooperation in resolving storm and surface water runoff problems, and

22 WHEREAS, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act,  
23 the parties are each authorized to enter into an agreement for cooperative  
24 action,

25 NOW THEREFORE, the parties hereto mutually agree as follows:

26 I. Purpose

27 A. The purpose of this agreement is to provide the means by which the  
28 parties can share the cost of and responsibility for designing and  
29 constructing a regional detention facility at a site located near  
30 the intersection of Interstates 5 and 405 near Alderwood Mall in  
31 Snohomish County, as shown on Exhibit A, a map of the area, attached  
32 hereto and incorporated by reference herein.

1     II. Project Management

- 2     A. For purposes of accomplishing the work required by this agreement  
3         and for reviewing and accepting plans, budgets, time schedules and  
4         the like, Snohomish County shall be represented by its Supervisor  
5         of Surface Water Management, and King County shall be represented by  
6         its Manager of the Surface Water Management Division, and Lynnwood  
7         shall be represented by its Director of Public Works.
- 8     B. Snohomish County will be responsible for the management and adminis-  
9         tration of this project and will designate one of its Surface Water  
10         Management staff persons to serve as Project Administrator.
- 11    C. King County and Lynnwood will provide staff time and one represen-  
12         tative each to work with the Project Administrator as required for  
13         completion of the project.
- 14    D. Snohomish County will develop an annual work schedule and budget for  
15         completing each Phase of the project, subject to the approval of  
16         King County and Lynnwood. Work on the project will be divided into  
17         Phases as follows:
- 18             Phase I: Project Design
- 19             Phase II: Right of Way Acquisition
- 20             Phase III: Construction of Project
- 21    E. Upon approval of the work program and budget for each Phase, the  
22         parties agree to contribute equally to the cost of each Phase upon  
23         completion of that Phase and consistent with the provisions of  
24         Section IV.B. of this agreement.

25    III. Responsibilities

- 26    A. Snohomish County
- 27         1. Snohomish County will be responsible for designing the detention  
28             facility to be built at the Site. Facility design will be  
29             forwarded to King County and Lynnwood in time for each to review  
30             and comment on it and return it to Snohomish County by  
31             December 31, 1988 (Phase I).
- 32         2. Snohomish County will be responsible for obtaining, by December  
33             31, 1989, any necessary rights of way for construction of the

1 detention pond (Phase II).

- 2 3. Snohomish County will be responsible for the construction of the  
3 regional detention pond. Snohomish County will contract for the  
4 construction of the project, following all applicable county and  
5 state public bidding laws. Contract will be let in accordance  
6 with applicable permits no later than December 31, 1990 (Phase III).
- 7 4. Snohomish County will coordinate any public information and  
8 involvement process required for the construction of the detention  
9 pond.
- 10 5. Snohomish County will be responsible for obtaining all necessary  
11 permits for the project.
- 12 6. Snohomish County will be responsible for full compliance with any  
13 and all SEPA requirements in constructing this facility.
- 14 7. Snohomish County's management and administrative duties shall  
15 include maintaining records, arranging meetings of the parties,  
16 preparing reports and conducting other activities as required for  
17 completion of the project.
- 18 8. Snohomish County will maintain the detention pond as constructed.

19 B. King County

- 20 1. King County will provide to The Project Administrator any infor-  
21 mation it has in its possession relevant to the project.
- 22 2. King County will review design and construction plans prepared by  
23 Snohomish County to assure effectiveness of the design in  
24 controlling flooding in King County. King County will review and  
25 comment on and return plans to Snohomish County; review and  
26 comment will take approximately 30 days. King County will also  
27 review costs, schedules and any other documents or activities  
28 relevant to the project to help ensure that the project meets  
29 King County's objectives for the project and the requirements of  
30 this agreement.
- 31 3. King County will assist in the public information and public  
32 involvement process when King County residents need information  
33 and where deemed appropriate by the parties to the agreement.

C. Lynnwood

- 1. Lynnwood will provide any information it has in its possession relevant to the project.
- 2. Lynnwood will review design and construction plans prepared by Snohomish County. Lynnwood will review and comment on and return plans to Snohomish County; review and comment will take approximately 30 days. Lynnwood will also review costs, schedules and any other documents or activities relevant to the project to help ensure that the project meets Lynnwood's objectives for the project and the requirements of this agreement.
- 2. Lynnwood will provide staff time as required for project review, public involvement activities, and other activities necessary for completion of the project.
- 3. Lynnwood will assist in the public information and involvement process when Lynnwood residents need information and when deemed appropriate by the parties to the agreement.

IV. Costs

- A. The parties agree to share equally the cost of designing, acquiring necessary rights of way for, and construction of the project. These costs (hereinafter known as the "Cost of the Project") shall include Snohomish County's cost for staff, overhead, services, supplies, consultants and equipment.
- B. The parties agree to share the cost of the project equally between them. The contribution of the parties to the cost of the project are as follows:

Snohomish County	\$267,000
King County	267,000
Lynnwood	<u>267,000</u>
	\$801,000

- C. Other contributions to the project will be in the form of information and staff time contributed by Lynnwood and King County. Such

1 contributions constitute in-kind services and, as such, are not  
 2 included in the cost of the project.

3 D. Snohomish County will provide the parties with an annual budget  
 4 covering the Phases of the project as set forth in Section II.D. of  
 5 this agreement. The budget for the design and right of way acqui-  
 6 sition phases of the project shall be provided to the parties within  
 7 60 days of the signing of this agreement and work shall not proceed  
 8 on the project until the budgets have been approved by the parties  
 9 and returned to Snohomish County. Thereafter, a budget for each  
 10 Phase and/or year, shall be submitted with adequate time for consid-  
 11 eration in each parties' budget process, if required. The total of  
 12 all budgets for all phases of the project shall not exceed the total  
 13 cost of the project as set forth in Section IV.B. of this agreement.

14 V. Effectiveness and Duration

15 This agreement shall be effective upon signature by all parties and  
 16 endures until the I-5/I-405 Regional Detention Pond is built or three  
 17 years from effective date, whichever comes first.

18 VI. Amendments, Extension or Termination

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

21 B. This agreement may be terminated by any party for any reason upon  
 22 provision of 30 days written notice to the remaining parties.

23 C. In the event of termination, parties are responsible for costs  
 24 incurred up to the effective date of termination.

25 VII. Disposition of Assets

26 All assets acquired as a result of this agreement or through work  
 27 accomplished under this agreement shall be the property of Snohomish  
 28 County. Snohomish County will have all responsibility pertaining to  
 29 the ownership of the retention pond, including but not limited to  
 30 maintenance required for the facility to function as designed and  
 31 constructed.

1 VIII. Indemnification and Hold Harmless

2 Each party hereto agrees to indemnify and hold harmless the other  
3 party, its officers, agents and employees for all claims (including  
4 demands, suits, penalties, losses, damages or costs of any kind  
5 whatsoever) to the extent such a claim arises or is caused by the  
6 indemnifying party's own negligence or that of its officers, agents,  
7 or employees in performance of this agreement.

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

10 Approved as to form:

King County

11  
12  
13 By \_\_\_\_\_  
14 Deputy Prosecuting Attorney

King County Executive

15 Snohomish County

16  
17  
18 By \_\_\_\_\_  
19 Prosecuting Attorney

Snohomish City Executive

20 Lynnwood

21  
22 By \_\_\_\_\_  
23 City Attorney

Mayor



# Regional Detention Facility Site

Exhibit A

