

July 12, 1988

INTRODUCED BY GARY GRANT

PROPOSED NO. 88-571

MOTION NO. 7297

A motion authorizing an interlocal agreement between King County and the City of Seattle to cooperate as joint local sponsors for the preparation of a Corps of Engineers flood control study of the Cedar River.

WHEREAS, the City of Seattle has completed dam safety modifications to their Masonry Dam on the Cedar River which provide for the potential use of the Dam as a flood control facility in addition to its primary functions of water supply and hydroelectric power, and

WHEREAS, King County has requested the U.S. Army Corps of Engineers to study the Dam to determine the flood control and related regional benefits of operating the project as a flood control facility, and

WHEREAS, the Corps of Engineers has agreed to conduct a flood routing study of the Dam under authority established by Section 205 of the Flood Control Act of 1948, and

WHEREAS, the Corps of Engineers has estimated the study costs at \$330,000, of which the local sponsors are required to pay fifty percent in accordance with federal guidelines; twenty-five percent of which must be in cash, and

WHEREAS, Seattle is the owner of the Dam and has agreed to act as the primary local sponsor of the study and to enter into a Study Cost Sharing Agreement with the Corps of Engineers for that purpose, and

WHEREAS, the benefits to King County of the added flood control are substantial, including reduced flood damages to public and private properties, improved floodplain management and significant benefits to Cedar River fisheries, and

WHEREAS, the City of Renton and the Washington State Department of Natural Resources have signed agreements with the City of Seattle to cooperate in the study and fund a portion of the local costs, and

WHEREAS, the King County council must appropriate \$50,000 from the River Improvement Fund to finance King County's share of the local costs prior to the county entering into the interlocal agreement with the City of Seattle;

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

The county executive is hereby authorized to enter into an interlocal agreement with the City of Seattle in substantially the same form as attached hereto for the purpose of cooperating as joint local sponsors in the Corps of Engineers flood control study of the Cedar River.

PASSED this 12th day of September, 1988.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Dorothy M. Owens
Clerk of the Council

SHARED COST AGREEMENT BETWEEN
THE CITY OF SEATTLE AND
KING COUNTY
FOR THE CEDAR RIVER FLOOD CONTROL STUDY

7297

This Agreement made and entered into on the _____ day of _____, 19____ by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "SEATTLE" and King County, a political subdivision of the State of Washington, hereinafter referred to as "KING COUNTY";

WITNESSETH

WHEREAS, SEATTLE has planned for and has now completed modifications to their Masonry Dam which provide for the potential use of that dam as a flood control facility along with its primary functions of water supply and hydroelectric generation; and

WHEREAS, KING COUNTY requested the U.S. Army Corps of Engineers to study the dam to determine the benefits to the region of using the dam as a flood control facility; and

WHEREAS, the Corps of Engineers, in their initial study determined that the benefits were greater than the costs for adding flood control; and

WHEREAS, SEATTLE is the owner of the dam and shall benefit by adding flood control to the purposes of the dam because of the benefits to the fisheries in the river; and

WHEREAS, KING COUNTY benefits from adding flood control to the purposes of the dam because of decreased damages to property within its boundaries during flood events; and

WHEREAS, the Corps of Engineers has agreed to complete a Section 205 study on the dam; and

WHEREAS, pursuant to federal guidelines the local sponsors must pay for fifty (50) percent of the costs of the study which is budgeted at \$330,000; twenty-five (25) percent of the local share must be in cash;

NOW THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE I. THE STUDY

This Agreement provides for the sharing of costs between SEATTLE and KING COUNTY for completion of the U.S. Army Corps of Engineers' "Feasibility Phase Study" (hereinafter called the "Study") pursuant to the continuing authority provided by Section 205 of the Flood Control Act of 1948, as amended, on the Cedar River in King County, Washington. The

estimated total cost of the Study is \$330,000.

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ARTICLE II. TERM, TERMINATION, AND AMENDMENT

This agreement shall become effective upon its execution by both parties, and shall terminate six months after the completion of the study by the Corps of Engineers or June 30, 1990, whichever date is later.

Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. In the event this Agreement is terminated, Seattle shall return to KING COUNTY any funds contributed by KING COUNTY which have not been expended to complete the Study.

Further, this Agreement may be amended at any time by mutual agreement of the parties.

ARTICLE III. OBLIGATIONS OF SEATTLE

Seattle shall:

- A. Manage the Study as the local sponsor and carry out duties and responsibilities as listed for the "Sponsor" in the "STUDY COST SHARING AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF SEATTLE, WASHINGTON FOR THE CEDAR RIVER SECTION 205 STUDY (Corps-Seattle Agreement)", a copy of which is incorporated as Exhibit A and is attached and incorporated herein by reference.
- B. Transmit funds received from KING COUNTY to the Corps of Engineers within thirty (30) days of their receipt and provide KING COUNTY with formal notification of same. Reimbursement from KING COUNTY shall not be requested earlier than January 1, 1989 unless authorized by KING COUNTY.

ARTICLE IV. OBLIGATIONS OF KING COUNTY

KING COUNTY shall:

- A. Pay to SEATTLE the sum of fifty thousand dollars (\$50,000) for its share of the costs to complete the Study. Reimbursement to SEATTLE shall be made within thirty (30) days of receipt by KING COUNTY of a billing statement for the amount allocated to KING COUNTY.
- B. Be formally represented on the Executive Committee and the Study Management Team which will coordinate all matters relating to this study. The duties of the Executive Committee and the Study Management Team are outlined in the Corps-Seattle Agreement.
- C. Complete at its own expense Subsections a, b, c, and d of the Economic

Studies Section of the Corps-Seattle Agreement.

ARTICLE V. NOTICE

All notices and documents sent pursuant to this Agreement to SEATTLE by KING COUNTY shall be sent to David B. Parkinson and all notices sent to KING COUNTY by SEATTLE shall be sent to the Director of Public Works or other representative as may be selected by the Director of Public Works of KING COUNTY or Superintendent of Water of SEATTLE.

ARTICLE VI. REGULATORY AND GOVERNING AUTHORITIES

This Agreement, and the terms and conditions set forth herein, and the rights and obligations of the parties hereunder, shall be subject to the regulatory authority of, and to valid laws, ordinances and orders, rules and regulations of, and authorizations or approvals by, regulatory and legislative bodies having jurisdiction over the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties by their duly authorized representatives:

KING COUNTY

THE CITY OF SEATTLE

By: _____
King County Executive

By: _____
Mayor

As authorized by
Ordinance _____

Date: _____

ATTEST/AUTHENTICATED

Norward J. Brooks, City Comptroller

DC:js(R785.1,2)
7-8-88