

MOTION NO. 8270

A MOTION authorizing the King County Executive to enter into interlocal agreements with certain cities to provide Critical Areas Mapping.

WHEREAS, the State Growth Management Act requires that cities and counties classify, designate, and regulate natural resource lands and critical areas and

WHEREAS, the County has experience in mapping critical areas in unincorporated King County and has the capability to provide such mapping in incorporated areas, and

WHEREAS, the cities desire to contract for such mapping service, and

WHEREAS, the County and cities recognize the benefit from integrating the cities' maps into the county Geographic Information System at a later date, and

WHEREAS the Cities of Kirkland, Duvall, Bothell, North Bend, and Normandy Park have submitted letters of intent to contract with King County for mapping of critical areas, and

WHEREAS, the City of Lake Forest Park has indicated a strong interest in participating in a contract with King County to provide mapping of critical areas;

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

The King County executive is authorized to enter into interlocal agreements with the above cities to provide a critical areas mapping service, pursuant to the requirements of the State Growth Management Act.

PASSED this 29th day of April, 1991

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

AGREEMENT BETWEEN KING COUNTY AND THE CITY OF _____
 Relating to Mapping of Critical Areas

THIS IS AN AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of _____, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS the State Growth Management Act requires that cities and counties classify, designate, and regulate natural resource lands and critical areas; and

WHEREAS the County has experience in mapping critical areas in unincorporated King County and has the capability to provide such mapping in incorporated areas; and

WHEREAS the City desires to such mapping service; and

WHEREAS the County and City recognize the benefit from having compatible mapping format and the possibility of integrating the city maps into the county Geographic Information System at a later date;

NOW THEREFORE, in consideration of the mutual covenants made below, the County and City hereby agree:

1. Mapping. The County will provide for the area within the City boundary and future growth area as indicated by the city the following:

a. A photo mylar base map at a scale of 1 inch = 400 feet, with a series of overlays for each critical area: streams, frequently flooded areas, wetlands, and geologic hazards. Existing information on aquifer recharge areas and fish and wildlife conservation areas, as available, will be mapped at an appropriate scale.

b. Mapping criteria/definitions shall be those used in the King County Sensitive Areas Map Folio. These definitions are consistent with the minimum guidelines of the Growth Management Act.

c. Several critical areas, such as streams, floodplains and wetlands, may be mapped on the same mylar.

d. Existing and field collected data will be mapped and stored in a format consistent with future GIS needs that the city may have.

2. Organization. The County will provide the service identified in Section 1 through the Environmental Division of the Department of Parks Planning and Resources. Division staff shall manage the contract and be responsible for quality control. Work may be performed using regular staff and/or contractors.

The city shall designate a contact person to handle the day-to-day liaison with the County.

3. Reporting. The County will report progress to the City on a monthly basis. Since map production will be phased, maps of some critical areas may be delivered before this Agreement's end date. Draft maps will be released for review by city staff prior to final map production.

4. Compensation. In consideration for the services provided by the County as set forth herein, the City promises to pay to the County direct cost of providing the service, including but not limited to personnel, supplies and equipment, and department and general county overhead.

The City will pay a share of the fixed costs associated with managing (including overhead) and equipping the work plus an hourly rate for the number of hours required for its mapping. The estimated fixed cost share is \$, the estimated hourly rate is \$ 24.00/hr; the estimated number of hours are including work done to date at the time the contract is signed. Field car use will be billed at \$4/hour, and photomylar enlargement to 400 scale will be billed at approximately \$55/section or partial section thereof. The total estimated cost is dollars.

The County will invoice the City quarterly beginning September 1991; payments are due within 30 days after invoicing by the County.

5. Duration. This Agreement is effective May 1, 1991 provided the Agreement has been duly authorized and signed by both parties. The Agreement shall continue until the mapping is complete or January 3, 1992, whichever is earlier, unless terminated by either party with 60 days written notice, provided that if the City is the terminating party the City shall owe the County an additional three months share of the fixed costs. This will allow for the County to adjust shares with other cities contracting for mapping services.

6. Indemnification. The County will protect, defend, indemnify and save harmless the city, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the negligent acts or omissions of the County, its officers, employees or agents.

The city will protect, defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the negligent acts or omissions of the city, its officers, employees or agents.

7. Non-discrimination. The County and City certify that they are Equal Opportunity Employers.

8. Audits and Inspections. The records and documents with respect to all matters covered by the contract shall be subject to inspection, review or audit by the county or city during the term of this contract and three (3) years after termination.

9. Amendments. The Agreement may be amended at any time mutual written agreement of the parties.

10. Entire Agreement/Waiver of Default. The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties, which shall be attached to the original agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

CITY OF _____

King County Executive

City Manager

Approved as to Form

Approved as to Form

Deputy Prosecuting Attorney

City Attorney