

July 30, 1991
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INTRODUCED BY BRUCE LAING
PROPOSED NO. 91 - 652

8374

MOTION NO. _____

1
2 A MOTION authorizing an Interlocal
3 Agreement between King County and the
4 City of Renton to cooperatively design
5 and construct the North Fork Springbrook
6 Creek Regional Bypass Pipeline Capital
7 Improvement Project.

8 WHEREAS, King County and Renton have a mutual interest in improving
9 the drainage conditions in the Springbrook Drainage Basin area, and

10 WHEREAS, both city and county planned to design and construct drainage
11 improvements in the area, and

12 WHEREAS, by cooperating in the design and construction of projects to
13 solve drainage problems, both jurisdictions can avoid duplication and
14 achieve more satisfactory results at lower cost, and

15 WHEREAS, the parties entered into an interlocal agreement in 1988 for
16 the design, construction, and acquisition of property rights for the joint
17 project, and

18 WHEREAS, changes in project scope, in design, construction, and prop-
19 erty acquisition during the previous agreement dictate a new agreement rel-
20 evant to the current project, and

21 WHEREAS, the parties are authorized to enter into a cooperative
22 agreement pursuant to R.C.W. Chapter 39.34;

23 NOW THEREFORE, BE IT MOVED by the Council of King County:
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The county executive is authorized to enter into an interlocal agree-
ment in substantially the same form as attached with the City of Renton for
the design and construction of the North Fork Springbrook Creek Regional
Bypass Pipeline.

PASSED this 19th day of August, 1991.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Gerald G. Peterson
Clerk of the Council

AGREEMENT BETWEEN RENTON AND KING COUNTY
TO CONSTRUCT THE NORTH SPRINGBROOK CREEK
REGIONAL BYPASS PIPELINE
CAPITAL IMPROVEMENT PROJECT

8374

1 This agreement is made and entered into by King County, Washington,
2 hereinafter referred to as "King County" and the City of Renton, a municipal
3 corporation in the State of Washington, hereinafter referred to as "Renton",
4 to design, build and maintain a drainage related capital improvement project
5 on the North Fork of Springbrook Creek in the Springbrook Creek Watershed.

6 WHEREAS, King County has planned to design and construct a drainage
7 improvement in the area; and

8 WHEREAS, Renton has planned to design and construct several drainage
9 improvements in the area; and

10 WHEREAS, by cooperating in the design and construction of solutions to
11 the drainage problems, the jurisdictions can avoid duplication and achieve
12 more satisfactory results at lower cost; and

13 WHEREAS, the parties previously entered into an interlocal agreement for
14 the design and construction of drainage projects in the Springbrook Watershed
15 area; and

16 WHEREAS, the design of the project, completed under the previous
17 agreement, requires changes to the budget, schedule, and scope of work for the
18 project as originally conceived; and

19 WHEREAS, the parties desire to enter into a new interlocal agreement
20 setting forth terms for the project which has been designed and is planned for
21 construction; and

22 WHEREAS, the parties are authorized to enter into a cooperative agreement
23 pursuant to RCW Chapter 39.34;

24 NOW THEREFORE, the parties mutually agree as follows:

25 I. Purpose

26 The purpose of this agreement is to provide for the cooperative and joint
27 management of the design, construction and maintenance of a drainage
28 improvement project, known as the North Fork Springbrook Creek Regional Bypass
29 Pipeline Project, by Renton and King County and to assign responsibilities and
30 costs for project activities as agreed to by the parties.

1 II. Findings

2 A. This project is located in the Springbrook Watershed area, which is
3 bounded on the west by Talbot Road, on the south by South 200th
4 Street, on the east by 108th Avenue Southeast, and on the north, by
5 South 192nd Street.

6 B. The North Fork Springbrook Creek Regional Bypass Pipeline will be
7 located within the Springbrook Watershed area along a section of the
8 North Fork of Springbrook Creek approximately 1,700 feet in length as
9 shown on the location map attached to this agreement as Exhibit A and
10 incorporated herein.

11 The Pipeline is designed to intercept and convey storm water flows
12 past highly erodible soils underlying this portion of the Creek.

13 C. This agreement covers all project activities related to the
14 surveying, design and engineering, right-of-way acquisition, obtain-
15 ing permits, construction and any other related activities undertaken
16 by the parties specifically for the purpose of building the pipeline.

17 D. King County has completed the design of the Pipeline Project and
18 Renton has reviewed and accepted the design.

19 III. Responsibilities

20 A. Renton:

- 21 1. Renton will construct the North Fork Springbrook Creek Regional
22 Bypass Pipeline in 1991. Construction is expected to occur dur-
23 ing that time period allowed by the Washington State Departments
24 of Fisheries or Wildlife under an approved Hydraulic Project
25 Approval permit.
- 26 2. Renton will act as lead agency in conducting the SEPA process for
27 the project.
- 28 3. Renton is responsible for obtaining any remaining property rights
29 required for construction, maintenance, and operations of this
30 project. Property rights already obtained by King County under
31 this or the preceding agreement are assigned to Renton as of the
32 effective date of this agreement.

1 4. Renton will be responsible for the maintenance of the North Fork
2 Springbrook Creek Regional Bypass Pipeline following
3 construction, including that portion of the Pipeline which passes
4 through King County.

5 B. King County

6 1. King County will be responsible for providing the necessary
7 engineering and legal description information to assist Renton in
8 obtaining the required rights-of-way and permits for constructing
9 the Bypass Pipeline Project. Renton will be designated as the
10 "permittee."

11 2. King County will be responsible for the maintenance of any other
12 drainage improvement projects, resulting from this agreement or
13 the project which is the subject of this agreement, on property
14 within King County's jurisdiction and within the Springbrook
15 Watershed area, except for the portion of the North Fork
16 Springbrook Creek Regional Bypass Pipeline which passes through
17 King County.

18 3. All property rights known to be required for the construction,
19 maintenance, and operation of this project which have acquired by
20 King County are hereby assigned to Renton as of the effective
21 date of this agreement.

22 IV. Costs

23 A. The parties agree to share equally in the cost of completing the
24 North Fork Springbrook Creek Regional Bypass Pipeline up to the esti-
25 mated total project cost of project of \$372,000.

26 B. King County's contribution to the project will not exceed one-half of
27 the total project expenditures or \$186,000, whichever amount is less.

28 C. Renton's contribution to the project will not exceed one-half of the
29 total project expenditures or \$186,000, whichever amount is less.
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1 D. Project costs include staff costs, overhead, supplies, equipment,
2 contracted and consultant costs incurred in the research, design, and
3 construction phases of this project. Costs are cumulative, beginning
4 in January 1988 and continuing until project construction is
5 completed.

6 E. The parties agree that changes to the project which cause the cost of
7 the project to exceed \$372,000 will be reviewed and approved by the
8 executors of this agreement and said costs are subject to obtaining
9 any required additional budget authority.

10 F. Each party will keep records documenting all expenditures which are
11 attributable to this project as described in Section IV.D of this
12 agreement. These records will be used by the parties to assure equal
13 expenditures on project activities up to the maximum \$186,000 contri-
14 bution by each or \$372,000 total for the project.

15 G. When the project is completed to the mutual satisfaction of the
16 parties, project expenditures will be reconciled. Outstanding bal-
17 ances will be invoiced to the party having expended less. Payment
18 will be within sixty (60) days of receipt.

19 V. Duration and Effectiveness

20 A. This agreement shall become effective upon signature by all parties
21 to this agreement.

22 B. This agreement shall be in force until the drainage improvements have
23 been constructed or for two years after the effective date, whichever
24 date is later.

25 VI. Continuation, Amendment or Termination

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

28 B. This agreement may be terminated by either party upon sixty days
29 written notice.

30 C. In the event of termination, the parties are each responsible for
31 one-half of the costs incurred up to the effective date of
32 termination, subject to the provisions of Section IV of this agreement.

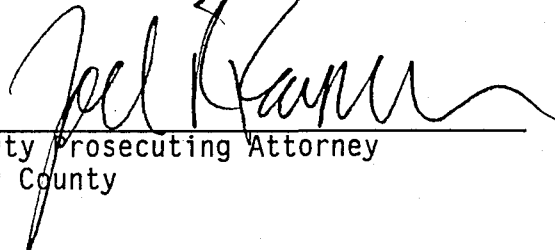
1 VII. Indemnification

2 Both parties agree that as to all claims, actions or causes of actions of
 3 whatever kind or nature including those by any person directly or indirectly
 4 employed by either party made or asserted against either or both parties and
 5 relating in any way to the subject matter of this Agreement each will be
 6 liable to the other only to the extent of each party's fault or causation and
 7 shall indemnify the other for such amount. As to all such claims, actions or
 8 causes of action which are a consequence of the sole fault, negligence or cau-
 9 sation of a party to this Agreement, such party shall have the duty to defend,
 10 save and hold the other harmless, and upon failure to do so shall pay reasona-
 11 ble fees, costs, and expenses incurred by the other party to this Agreement in
 12 defense of any such third party claims or actions or in asserting its rights
 13 pursuant to this paragraph.

14 IN WITNESS WHEREOF, the parties hereto have executed this agreement as of
 15 the day first mentioned.

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18 Approved as to form:

KING COUNTY

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 20 _____
 21 Deputy Prosecuting Attorney
 22 King County

King County Executive

23
 24 _____
 25 Legal Counsel
 26 Renton

Title: _____

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