

MOTION NO. 9125

1
2 A MOTION authorizing a Local Cooperation
3 Agreement between King County and the United
4 States Army Corps of Engineers to construct a
5 fish and wildlife habitat improvement project
6 along the Sammamish River pursuant to the
7 Water Resources Development Act.

8 WHEREAS, King County and the United States Army Corps of Engineers
9 share an interest in the management of the Sammamish River, and

10 WHEREAS, in 1964 the United States Army Corps of Engineers
11 channelized the Sammamish River and King County assumed the responsibility
12 for channel maintenance following project completion, and

13 WHEREAS, channelization of the river successfully reduced flooding of
14 agricultural lands, but has had long term adverse effects on fish and
15 wildlife habitat, and

16 WHEREAS, the Sammamish River remains an important migration corridor
17 for anadromous fish species using the Sammamish River and Lake Sammamish
18 drainage basins, which includes Bear, North, Swamp, Issaquah, and Tibbetts
19 Creeks, and

20 WHEREAS, reconfiguring the banks, diversifying flow conditions,
21 reconnecting the mouth of a tributary stream, and revegetating the banks of
22 the river will improve habitat conditions by providing food, shade, and
23 cover to a wide range of fish and wildlife species, and

24 WHEREAS, the project is widely supported by the neighboring
25 jurisdictions of Redmond and Woodinville, resource agencies, and
26 Muckleshoot and Snoqualmie Tribes, and the citizens of King County, and

27 WHEREAS, the project is an opportunity for cooperation between King
28 County and the United States Army Corps of Engineers to develop and
29 implement a modification of an existing flood control facility for
30 environmental enhancement, and

31 WHEREAS, one dollar of currently budgeted county funds will be
32 matched by three dollars in federal funds (thus requiring no additional
appropriation);

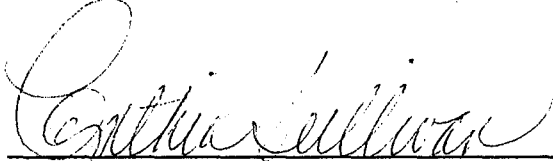
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NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is hereby authorized to enter into a local Cooperation Agreement with the United States Army Corps of Engineers regarding construction of the Sammamish River Enhancement Project in substantially the same form as the agreement attached to this motion.

PASSED this 20th day of September, 1993.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



VICE Chair

ATTEST:



Deputy Clerk of the Council

Attachments:
Local Cooperation Agreement

1 JUNE 1992
10 AUG 1993R

UNITED STATES ARMY CORPS OF ENGINEERS

SECTION 1135

PROJECT MODIFICATIONS
FOR THE IMPROVEMENT OF
THE ENVIRONMENT

LOCAL COOPERATION AGREEMENT

BETWEEN

THE DEPARTMENT OF THE ARMY

AND

KING COUNTY, WASHINGTON

FOR MODIFICATION OF THE

SAMMAMISH RIVER, WASHINGTON

CHANNEL IMPROVEMENT PROJECT

THIS AGREEMENT is entered into this _____ day of _____, 19____, by and between the DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works), and KING COUNTY, WASHINGTON, (hereinafter referred to as the "Local Sponsor"), acting by and through the Executive for King County, Washington.

WITNESSETH, THAT:

10 August 1993 10:32am

J I S G

WHEREAS, modification of the Sammamish River Washington Channel Improvement Project, a project constructed by the Secretary of the Army, hereinafter referred to as the "Project Modification," as defined in Article I.b., of this Agreement, is authorized by Section 1135(b) of the Water Resources Development Act of 1986, Public Law 99-662, as amended; and,

WHEREAS, Section 1135(b) of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing requirements applicable to this Project Modification; and,

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, provides that the construction of any water resources project by the Secretary of the Army shall not be commenced until each non-federal interest has entered into a written agreement to furnish its required cooperation for the project; and,

WHEREAS, the Local Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in cost-sharing and financing in accordance with the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

a. The term "Existing Project" shall mean the Sammamish River, Washington - Channel Improvement Project, authorized by the Flood Control Act of 1958, in accordance with House Document No. 157, 85th Congress, 1st Session. This project designed to provide for flood protection by channel modification and improvements.

b. The term "Project Modification" shall mean construction of a combination of structural (bank excavation, log structures, footbridge) and nonstructural (vegetation plantings) elements, as described in Sammamish River Section 1135 Project Modification Report, dated August 1993.

c. The term "total project modification cost" shall mean all costs incurred by the Local Sponsor and the Government over and above costs of the existing project, that are directly related to implementation of the Project Modification. Such costs shall include, but not necessarily be limited to, feasibility phase planning and engineering costs; costs of applicable engineering and design; implementation costs including costs of construction; supervision and administration costs; costs of contract dispute settlements or awards; and the value of lands, easements, rights-of-way, utility and facility alterations or relocations, and suitable borrow, spoil and dredged material disposal areas provided for the Project Modification by the Local Sponsor; but shall not include any costs for betterments, operation, repair, maintenance, replacement, and rehabilitation.

d. The term "period of implementation" shall mean the time from the execution of this agreement to the time that the Contracting Officer determines that the Project Modification is complete.

e. The term "Contracting Officer" shall mean the District Engineer for Seattle, Washington, or his or her designee.

f. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public road or way.

g. The term "relocations" shall mean the preparation of plan and specifications for and the accomplishment of all alterations, modifications, lowering or raising in place, and/or new construction related to, but not limited to, existing: railroads, highways, bridges, railroad bridges and approaches thereto, pipelines, public utilities (such as municipal water and sanitary sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other facilities, structures, and improvements determined by the Government to be necessary for the implementation, operation and maintenance of the Project Modification.

h. The term "fiscal year" shall mean one fiscal year of the United States Government, unless otherwise specifically indicated. The Government fiscal year begins on October 1 and ends on September 30.

i. The term "involuntary acquisition" shall mean the acquisition of lands, easements, and rights-of-way by eminent domain.

j. The term "functional portion of the Project Modification" shall mean a completed portion of the Project Modification as determined by the Contracting Officer to be suitable for tender to the Local Sponsor to operate and maintain in advance of completion of implementation of the entire Project Modification.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds provided by the Local Sponsor and appropriated by the Congress of the United States, shall expeditiously plan and implement the Project Modification (including relocations of railroad bridges and approaches thereto) applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Local Sponsor shall be afforded the opportunity to review and comment on all contracts, including relevant plans and specifications, prior to the issuance of invitations for bid. To the extent possible, the Local Sponsor will be afforded the opportunity to review and comment on all modifications and change orders prior to the issuance to the contractor of a Notice to Proceed. The Government will consider the comments of the Local Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Project Modification (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

b. When the Government determines that the Project Modification or a functional portion of the Project Modification is complete, the Government shall turn the completed Project Modification or functional portion over to the Local Sponsor, which shall accept the Project Modification or functional portion and be solely responsible for operating, repairing, maintaining, replacing, and rehabilitating the Project Modification or functional portion in accordance with Article VIII hereof.

c. As further specified in Article III hereof, the Local Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged material disposal areas necessary for the Project Modification beyond those already provided for the Existing Project, and perform or provide for the performance of all relocations (excluding railroad bridges and approaches thereto) determined by the Government to be necessary for the Project Modification. At its sole discretion, the Government may perform relocations in cases where it appears that the Local Sponsor's contributions will exceed the maximum non-Federal cost share set out in Article VI.e.

d. If the value of the contributions provided under paragraph c. of this Article is less than 25 percent of the total project modification cost, the Local Sponsor shall provide, during the period of implementation, a cash contribution necessary to make the Local Sponsor's share equal to 25 percent of the total project modification cost.

e. No Federal funds may be used to meet the Local Sponsor's share of the total project modification cost under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the granting Federal agency.

ARTICLE III - LANDS, FACILITIES AND PUBLIC LAW 91-646 RELOCATION ASSISTANCE

a. The Local Sponsor shall furnish to the Government all lands, easements and rights-of-way, including suitable borrow, spoil and dredged material disposal areas, as may be determined by the Government to be necessary for the implementation, operation, maintenance, repair, rehabilitation and replacement of the Project Modification, and shall furnish to the Government evidence supporting the Local Sponsor's legal authority to grant rights-of-entry to such lands. The necessary lands, easements, and rights-of-way may be provided incrementally, but all lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of the construction contract.

b. The Local Sponsor shall provide or pay to the Government the cost of providing all retaining dikes, wastweirs, bulkheads, and embankments, including all monitoring features and stilling basins, that may be required at any dredged material disposal areas necessary for implementation of the Project Modification.

c. Upon notification from the Government, the Local Sponsor shall accomplish or arrange for accomplishment at no cost to the Government all

relocations (excluding railroad bridges and approaches thereto) determined by the Government to be necessary for implementation of the Project Modification.

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d. The Local Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights-of-way for implementation and subsequent operation and maintenance of the Project Modification, and inform all affected persons of applicable benefits, policies and procedures in connection with said Act.

ARTICLE IV - VALUE OF LANDS AND FACILITIES

a. The value of the lands, easements, and rights-of-way to be included in total project modification costs and credited towards the Local Sponsor's share of the total project modification cost will be determined in accordance with the following procedures:

1. If the lands, easements, or rights-of-way are owned by the Local Sponsor as of the date the first construction contract for the Project Modification is awarded, the credit shall be the fair market value of the interest at the time of such award. The fair market value shall be determined by an appraisal, to be obtained by the Local Sponsor, which as been prepared by a qualified appraiser who is acceptable to both the Local Sponsor and the Government. The appraisal shall be reviewed and approved by the Government.

2. If the lands, easements, or rights-of-way are to be acquired by the Local Sponsor after the date of award of the first construction contract for the Project Modification, the credit shall be the fair market value of the interest at the time such interest is acquired. The fair market value shall be determined as specified in Article IV.a.1. of this Agreement. If the Local Sponsor pays an amount in excess of the appraised fair market value, it may be entitled to a credit for the excess if the Local Sponsor has secured prior written approval from the Government of its offer to purchase such interest.

3. If the Local Sponsor acquires more lands, easements, or rights-of-way than are necessary for project modification purposes, as determined by the Government, then only the value of such portions of those acquisitions as are necessary for project modification purposes shall be included in the total project modification cost and credited toward the Local Sponsor's share.

4. Credit for lands, easements, and rights-of-way in the case of involuntary acquisitions which occur within a one-year period preceding the date this Agreement is signed or which occur after the date this Agreement is signed will be based on court awards, or on stipulated settlements that have received prior written approval of the Government.

5. Credit for lands, easements, or rights-of-way acquired by the Local Sponsor within a five-year period preceding the date this Agreement is signed, or at any time after this Agreement is signed, will also include reasonable incidental costs of acquiring the interest, e.g., closing and title

costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with the obligations under this Agreement.

b. The costs of relocations which will be included in the total project modification cost and credit toward the Local Sponsor's share of total project modification costs shall be that portion of the actual costs as set forth below, and approved by the Government.

1. Highways and Highway Bridges: Only that portion of the cost as would be necessary to construct substitute bridges and highways to the design standard that the State of Washington would use in constructing a new bridge or highway under similar conditions of geography and traffic loads.

2. Utilities and Facilities (including railroads): Actual relocation costs, less depreciation, less salvage value, plus the cost of removal, less the cost of betterments. With respect to betterments, new materials shall not be used in any alteration or relocation if materials of value and usability equal to those in the existing facility are available or can be obtained as salvage from the existing facility or otherwise, unless the provision of new material is more economical. If, despite the availability of used material, new material is used, where the use of such new material represents an additional cost, such cost will not be included in the total project modification cost, nor credited toward the Local Sponsor's share.

ARTICLE V - IMPLEMENTATION PHASING AND MANAGEMENT

a. To provide for consistent and effective communication between the Local Sponsor and the Government during the period of implementation, the Local Sponsor and the Government shall appoint representatives to coordinate on scheduling, plans, specifications, modifications, contract costs, and other matters relating to implementation of the Project Modification. The Local Sponsor will be informed of any changes in cost estimates.

b. The representatives appointed above shall meet as necessary during the period of implementation and shall make such recommendations as they deem warranted to the Contracting Officer.

c. The Contracting Officer shall consider the recommendations of the representatives in all matters relating to implementation of the Project Modification, but the Contracting Officer, having ultimate responsibility for implementation of the Project Modification, has complete discretion to accept, reject, or modify the recommendations.

ARTICLE VI - METHOD OF PAYMENT

a. The Local Sponsor shall provide, during the period of implementation, any cash payments required to meet the Local Sponsor's obligations under Article II of this Agreement. The total project modification cost is currently estimated to be \$ 413,000.00. In order to meet its cash payment requirements, the Local Sponsor must provide a cash

contribution currently estimated to be \$ 98,250,000. The dollar amounts set forth in this Article are based upon the Government's best estimates which reflect the projection of costs, price level changes, and anticipated inflation and credits for lands, easements, rights-of-way, disposal areas and relocations performed by the Local Sponsor. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Local Sponsor.

b. The required cash contribution shall be provided as follows: Thirty calendar days prior to the award of the first contract for implementation of the project modification, the Government shall notify the Local Sponsor of the Local Sponsor's estimated share of the total project modification cost, including its share of costs attributable to the Project Modification incurred prior to the initiation of implementation of Project Modification. Within 15 calendar days thereafter, the Local Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED, Portland (Seattle)" to the Contracting Officer representing the Government. In the event that total project modification costs are expected to exceed the estimate given at the outset of implementation, the Government shall immediately notify the Local Sponsor of the additional contribution the Local Sponsor will be required to make to meet its share of the revised estimate. Within 15 calendar days thereafter, the Local Sponsor shall provide the full amount of the additional required contribution.

c. The Government will draw on the funds provided by the Local Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Project Modification as they are incurred, as well as costs incurred by the Government prior to the initiation of the implementation period.

d. Upon completion of the Project Modification and final resolution of all relevant claims and appeals, the Government shall compute the total project modification cost and tender to the Local Sponsor a final accounting of the Local Sponsor's share of total project modification costs. In the event the total contribution by the Local Sponsor is less than its required share of the total project modification cost, the Local Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet its required share of total project modification costs.

e. If the Local Sponsor's total contribution under this Agreement (including lands, easements, rights-of-way, and relocations, and dredged material disposal areas provided by the Local Sponsor) exceeds 25 percent of the total project modification cost, the Government shall, subject to the availability of funds, refund the excess to the Local Sponsor no later than 90 calendar days after the final accounting is complete.

ARTICLE VII - DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in

good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT,
AND REHABILITATION

a. After the Government has turned the completed Project Modification, or functional portion of the Project Modification, over to the Local Sponsor, the Local Sponsor shall operate, maintain, repair, replace, and rehabilitate the completed Project Modification, or functional portion of the Project Modification, in accordance with regulations or directions prescribed by the Government.

b. The Local Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land which it owns or controls for access to the Project Modification for the purpose of inspection, and, if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project Modification. If an inspection shows that the Local Sponsor for any reason is failing to fulfill its obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Local Sponsor. If the Local Sponsor persists in such failure for 30 calendar days after receipt of the notice, then the Government shall have a right to enter, at reasonable times and in a reasonable manner, upon lands the Local Sponsor owns or controls for access to the Project Modification for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project Modification. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Local Sponsor of responsibility to meet its obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE IX - RELEASE OF CLAIMS

The Local Sponsor shall hold and save the Government free from all damages arising from the implementation, operation, maintenance, repair, rehabilitation and replacement of the Project Modification, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS

The Government and the Local Sponsor shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total project modification costs. The Government and the Local Sponsor shall maintain such books, records, documents, and other evidence for a minimum of three years after completion of implementation of the Project Modification and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

ARTICLE XI - GOVERNMENT AUDIT

The Government shall conduct an audit when appropriate of the Local Sponsor's records for the Project Modification to ascertain the allowability, reasonableness, and allocability of its costs for inclusion as credit against the non-Federal share of total project modification costs.

ARTICLE XII - FEDERAL AND STATE LAWS

In acting under its rights and obligations hereunder, the Local Sponsor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of Title VI of the Civil Rights Act of 1964, Public Law 88-352, and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE XIII - RELATIONSHIP OF PARTIES

The parties in this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

ARTICLE XIV - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XV - COVENANT AGAINST CONTINGENT FEES

The Local Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Local Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XVI- TERMINATION OR SUSPENSION

a. If at any time the Local Sponsor fails to make the payments required under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate or suspend work on the Project Modification until the Sponsor is no longer in arrears, unless the Assistant Secretary of the Army (Civil Works) determines that continuation of work on the Project Modification is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project Modification. Any delinquent payment shall be charged interest at a rate, to

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be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment becomes delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

b. If the Government fails to receive annual appropriations for the Project Modification in amounts sufficient to meet Project Modification expenditures for the then current or upcoming fiscal year, the Government shall so notify the Local Sponsor. After 60 calendar days either party may elect without penalty to terminate this Agreement pursuant to this Article or to defer future performance hereunder; however, deferral of future performance under this Agreement shall not effect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as the Government receives sufficient appropriations or until either party elects to terminate this Agreement.

c. Notwithstanding any other provision of this Agreement, if the award for any contract for implementation of the Project Modification would result in the total obligations and expenditures for implementation of the Project Modification exceeding \$413,000.00, the award of that contract and subsequent contracts shall be deferred until such time as both parties to this Agreement agree to resume implementation of the Project Modification.

ARTICLE XVII - HAZARDOUS SUBSTANCES

a. After execution of this Agreement and upon direction by the Contracting Officer, the Local Sponsor shall perform, or cause to be performed, such environmental investigations as are determined necessary by the Government or the Local Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC 9601-9675, on lands to be acquired or provided by the Local Sponsor for the Project Modification construction, operation, maintenance, repair, rehabilitation and replacement. All actual costs incurred by the Local Sponsor which are properly allowable and allocable to performance of any such environmental investigations shall be included in total project modification costs and cost shared in accordance with Section 1135(b) of Public Law 99-662, as amended.

b. In the event it is discovered through an environmental investigation or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided by the Local Sponsor for the Project Modification contain any hazardous substances regulated under CERCLA, the Local Sponsor and the Government shall provide prompt notice to each other, and the Local Sponsor shall not proceed with the acquisition of such lands, easements, rights-of-way, or disposal areas until mutually agreed.

c. The Government and the Local Sponsor shall determine whether to initiate implementation of the Project Modification, or if already in implementation, to continue with implementation of the Project Modification, or to terminate implementation of the Project Modification for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Project Modification. Should the Government and the Local Sponsor determine to proceed or continue with implementation after considering any liability that may arise under CERCLA, the Local Sponsor shall be responsible, as between the Government and the Local Sponsor, for any and all necessary cleanup and response costs regarding lands it acquires or provides for the Project Modification, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total project modification costs as defined in this Agreement. In the event the Local Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge its responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Project Modification or proceed with further work as provided in Article XVI of this Agreement.

d. The Local Sponsor and the Government shall consult with each other under the Implementation Phasing and Management Article of this Agreement to assure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph c of this Article shall not relieve any party from liability that may arise under CERCLA.

e. The Local Sponsor shall operate, maintain, repair, replace, and rehabilitate the Project Modification in a manner so that liability will not arise under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC 9601-9675.

ARTICLE XVIII - NOTICES

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Local Sponsor:

JIM KRAMER, Manager
King County Surface Water Management
400 Yesler Way
Suite 400
Seattle, Washington 98104-2634

If to the Government:

9125

WALTER J. CUNNINGHAM
Commander, Seattle District
U. S. Army Corps of Engineers
P. O. Box 3755
Seattle, Washington 98124-2255

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

ARTICLE XIX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

THE DEPARTMENT OF THE ARMY

KING COUNTY, WASHINGTON

By: _____

By: _____

Assistant Secretary of the
Army (Civil Works)

TIM HILL
King County Executive

Date: _____

Date: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am an attorney for King County, Washington, that King County is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and King County in connection with the Project, and to pay damages, if necessary, in the event of the failure to perform, in accordance with Section 221 of Public Law 91-611, and that the person who has executed this Agreement on behalf of King County has acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 19__.

TITLE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and nor more than \$100,000 for each such failure.

KING COUNTY, WASHINGTON

By: _____
TIM HILL
King County Executive

Date: _____

The draft Local Cooperation Agreement for Modification of the Sammamish River, Washington Channel Improvement Project has been fully reviewed by the Office of Counsel, USAED, Seattle.


Deputy District Counsel