

9-15-93
ST:vs
E/WP:MI17

INTRODUCED BY Paul Barden

PROPOSED NO. 92-294

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MOTION NO. 9158

A MOTION authorizing an interlocal agreement between King County and the city of Federal Way to implement the South 360th Street Regional Pond Project as set forth in the Hylebos and Lower Puget Sound Basin Plan.

WHEREAS, King County has adopted the Hylebos Creek and Lower Puget Sound Basin Plan as a functional plan that implements the surface water management and environmental policies of the King County Comprehensive Plan, and

WHEREAS, the Hylebos Creek and Lower Puget Sound Basin Plan establishes a basin management program to reduce flooding, erosion, sedimentation, water pollution, and to protect significant fisheries resources, and

WHEREAS, the basin plan recommends construction of a regional detention pond capital project in the area of South 360th Street and SR-161 in the East Hylebos sub-basin, and

WHEREAS, the recommended capital project is located in an area that impacts both King County and Federal Way, and

WHEREAS, the parties recognize the benefits of cooperative planning, managing, and implementation of the South 360th Street Regional Pond Project, and

WHEREAS, pursuant to R.C.W. 39.34, the Interlocal Cooperative Act, the parties are each authorized to enter into an agreement for cooperative action;

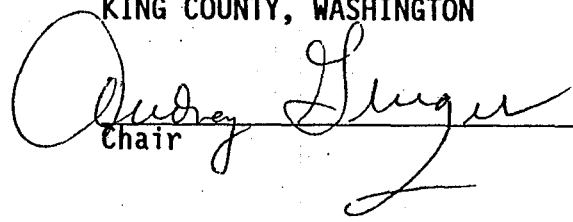
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NOW, THEREFORE, BE IT MOVED by the Council of King County:

The King County executive is authorized to enter into an interlocal agreement with the city of Federal Way, in substantially the same form as the attached, for implementation of the South 360th Street Capital Project recommended in the Hylebos Creek and Lower Puget Sound Basin Plan.

PASSED this 25th day of October, 19 93.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments:

- A. Hylebos/Lower Puget Sound Basin Plan Implementation Agreement

HYLEBOS/LOWER PUGET SOUND BASIN PLAN IMPLEMENTATION AGREEMENT

This agreement is entered to by and between the County of King, hereinafter referred to as "King County" and the City of Federal Way, a municipal corporation of the State of Washington, hereinafter referred to as "Federal Way", for the purpose of developing a cooperative implementation strategy for the Hylebos/Lower Puget Sound Basin Plan, hereinafter referred to as the "Hylebos Basin Plan" or the "Plan."

WHEREAS, the Hylebos Basin Plan was prepared cooperatively by Federal Way and King County and recommends regulatory, operations, and programmatic changes to solve the surface water and water quality problems in the basin; and

WHEREAS, the parties acknowledge that consistent application of the recommendations by all jurisdictions in the basin will serve to protect the basin resources most effectively; and

WHEREAS, both Federal Way and King County have acted independently to provide the level of protection recommended in the basin plan through the adoption and implementation of sensitive areas regulations, drainage design criteria and regulations, maintenance and operations standards, and other, related program and regulatory changes designed to provide protection and preservation of the basin resources; and

WHEREAS, Federal Way and King County will continue to work together and to involve other jurisdictions in the planning area in the basinwide implementation of basin plan recommendations consistently across jurisdictional boundaries to achieve the intent of the plan, and

WHEREAS, the Hylebos Basin Plan recommends several capital projects to be constructed by the jurisdiction in which the problem is located and which sometimes benefits the residents and property owners of several jurisdictions; and

WHEREAS, the South 360th Street Project is the highest priority capital project in the unincorporated portion of the Hylebos Basin and both Federal Way and the Washington State Department of Transportation have indicated willingness to share the cost and responsibility for the project, and

WHEREAS, King County, Federal Way and the Washington State Department of Transportation all contribute to the need for the South 360th Street Regional Drainage Pond and all will benefit from the construction of the Pond; and

WHEREAS, through this agreement, King County and Federal Way agree to develop a plan, including budget and schedules for the cooperative construction of the South 360th Street project; and

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

NOW THEREFORE, the parties hereto agree as follows:

I. PURPOSE OF THE AGREEMENT

A. By and through this agreement, the parties express their intent to cooperatively and jointly fund, the design, construction and maintenance of the South 360th Regional Pond and its related channel and water quality improvements in the surrounding area.

B. The parties agree that the function of the South 360th Street Pond is to capture existing and future runoff from tributary areas of I-5, Federal Way, and King County to control the quantity and quality of storm flows to the lower part of this stream system.

C. Through this agreement, the parties establish their intent to involve the Washington State Department of Transportation in sharing the cost and responsibility for the design, construction, and maintenance of the South 360th Regional Pond.

D. The parties agree to enter into a second Interlocal Agreement addressing the responsibilities of all involved parties for the specific project details including, but not limited to, funding mechanisms, final design, construction schedules and maintenance standards and responsibilities.

II. PROJECT RESPONSIBILITIES AND MANAGEMENT

A. By this agreement, a Project Management Team (PMT) for the South 360th Street Project will be created to oversee the development of a second Interlocal Agreement addressing the planning, scheduling and execution of the cooperative project. The PMT will be composed of representatives of the jurisdictions involved in the project. The Federal Way Public Works Director and the King County Surface Water Management Division Manager will designate representatives to serve on the PMT and will invite the Washington State Department of Transportation to participate as an equal partner and to designate a representative to the PMT.

B. The PMT will develop a work program and schedule for the project, will determine responsibilities for oversight during project design and construction, and will design a long term program and responsibilities for maintenance and monitoring of the project after completion, all of which will be set forth in a second Interlocal Agreement for cooperatively completing the project.

C. The PMT will include an informational component in its duties in order to inform other agencies and jurisdictions in the basin area of the continuing implementation of the Basin Plan. The PMT may develop additional agreements with other jurisdictions or agencies involved in the Plan's implementation.

III. RESPONSIBILITIES OF THE PARTIES

A. King County will convene the PMT, provide staff as required to support the work of the PMT, including, but not limited to, technical and engineering support, administrative support and assistance in obtaining permits.

B. King County will seek funding for the South 360th Street Project from other sources, including other agencies and jurisdictions and will provide staff support for developing a second Interlocal Agreement to involve all parties in the cooperative accomplishment of this project.

C. As part of the proposed 1995 bond issue, King County will propose its equitable share of the 1993 estimated cost of the currently planned South 360th Street Project. King County will pursue use of additional bond funds for the entire cost of the project on the condition that the parties, whose shares King County would bond for, enter into an Interlocal Agreement to repay the County and dependent on the resolution of any outstanding policy or legal issues related to the use of King County bond funds.

D. Federal Way will provide technical review of project work program products, participate in decision making in PMT, cooperate in seeking funding from other sources, including other agencies and jurisdictions, and in general supporting the cooperative accomplishment of the South 360th Street capital project.

IV. COST OF THE PROJECT AND COST SHARING

A. The parties agree to jointly establish the cost estimating procedures to be used to arrive at the final cost for the South 360th Street Project. The final cost estimate methodology will be reviewed by the PMT for inclusion in an Interlocal Agreement for cost and responsibility sharing and prior to any party to the agreement proposing annual budget appropriations for the project.

B. The parties agree to share equally in the cost of the South 360th Street Project and to develop the record keeping and accounting procedures required to enable equitable and timely sharing of project costs on an ongoing basis throughout the project term. Such procedures will be set forth in an Interlocal Agreement addressing the specific responsibilities of each party for the completion of the project.

V. ANNEXATION AND BOUNDARY CHANGES

A. The parties acknowledge that annexation or incorporation of unincorporated King County may change the level of responsibility or commitment to the completion of the South 360th Street project. The parties will consider the impact of boundary or jurisdictional changes during the completion of the project and will account for any agreed-to changes in parties' responsibilities by amendment to this Interlocal Agreement or to the second Interlocal Agreement.

B. Pursuant to RCW 36.89.100, King County may continue to impose all portions of the rates or charges that are allocated to payment of the debt service on revenue or general obligation

bonds to finance storm water control facilities in areas that annex or incorporate, until such time as the debt is retired or the County is reimbursed for the expenditure of funds for the project.

VI. EFFECTIVENESS AND DURATION

- A. This agreement will become effective when signed by all parties to agreement.
- B. This agreement shall endure until December 31, 1998 or until the second Interlocal Agreement is in effect, whichever is sooner.

VII. TERMINATION AND AMENDMENTS

- A. This agreement may be terminated by any party upon 90 days written notice to the other party.
- B. This agreement may be amended to reflect the recommendations of the PMT and to add additional parties to the agreement. Amendments to the terms of the agreement must be agreed to in writing by each party.

VIII. INDEMNIFICATION

Each party hereto agrees to indemnify and hold harmless the other parties, its officers, agents and employees for all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or loss of any kind or nature whatsoever arising from or out of this agreement) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents or employees in performance of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 19____.

KING COUNTY:

FEDERAL WAY

King County Executive

Mayor

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney

Deputy Prosecuting Attorney