

Date _ November 22, 1996
SL/acJ35

Introduced By:

DWIGHT PELZ
CHRISTOPHER VANCE

Proposed No.: 97-021

MOTION NO.

10089

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4 A MOTION authorizing an amendment to a 1994
5 interlocal agreement between King County, the Green
6 River Flood Control Zone District, and the City of
7 Tukwila to establish local cost-sharing
8 responsibilities for the Segale Levee Project on the
9 Green River.

10
11 WHEREAS, on January 26, 1994, the parties to this amendment adopted an
12 interlocal agreement to establish construction and local cost share responsibilities for the
13 Segale Levee Project, and

14 WHEREAS, erosive undercutting and sloughing of the riverward levee slopes,
15 seepage through the levee to the landward levee toe, and extensive drainage problems at
16 the Segale Levee Project site have been a subject of concern with King County and city of
17 Tukwila since the early 1970s, and

18 WHEREAS, a history of federal flood damage repair assistance exists at the
19 project site, primarily under the auspices of the U.S. Army Corps of Engineers' PL 84-99
20 Levee Damage Repair Program, and

21 WHEREAS, large areas of developed property exist within the vicinity of the
22 Segale Levee Project, remaining undeveloped properties have largely been zoned for
23 commercial and industrial development, and much of this property could be subject to
24 severe flooding in the event of a breach at the Segale Levee Project site, and

25 WHEREAS, King County, with the approval of city of Tukwila and the Green
26 River Basin Program parties, submitted and was awarded an \$815,095 application to the
27 Hazard Mitigation Grant Program of the State Military Department and the Federal
28 Emergency Management Agency for the Segale Levee Project to help solve some of the
29 above-mentioned problems, and

30 WHEREAS, this grant expires on December 31, 1996, and

31 WHEREAS, riverward repairs at the site were completed

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during the summer of 1995, for a total cost of over \$600,000, and

WHEREAS, the landward work scheduled for completion in 1996 is also projected to exceed original cost estimates, by approximately \$234,000, and

WHEREAS, the city of Tukwila and King County have agreed to share equally additional costs for this work (approximately \$117,000 apiece) so that construction can be completed in 1996, prior to the expiration date of the grant, and

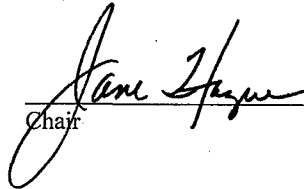
WHEREAS, it is possible that additional work may be completed in the future at the site, with total local contributions to not exceed a total of \$200,000 apiece;

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

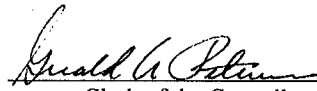
The County executive is hereby authorized to enter into an interlocal agreement amendment in substantially the same form as attached hereto as Exhibit A with the Green River Flood Control Zone District and the city of Tukwila to share local cost-sharing responsibilities for the Segale Levee Project. King County hereby agrees to carry out its responsibilities as specified in the attached agreement.

PASSED by a vote of 12 to 0 this 18th day of February, 1997.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

- Attachments:
A. 1994 Interlocal Agreement
B. 1996 Amendment

INTERLOCAL AGREEMENT BETWEEN KING COUNTY, THE CITY OF
TUKWILA AND THE GREEN RIVER FLOOD CONTROL ZONE DISTRICT TO
ESTABLISH CONSTRUCTION AND LOCAL COST SHARE RESPONSIBILITIES
FOR THE SEGALE LEVEE STABILIZATION PROJECT

THIS AGREEMENT is entered into by and between the COUNTY OF KING (hereinafter referred to as "KING COUNTY"), the CITY OF TUKWILA, a municipal corporation of the State of Washington (hereinafter referred to as "TUKWILA") and the Green River Flood Control Zone District, a quasi municipal corporation of the State of Washington authorized under the provisions of Revised Code of Washington (RCW) 86.15 (hereinafter referred to as the "DISTRICT") for the purpose of establishing responsibilities for construction and local cost-sharing for the SEGALE LEVEE STABILIZATION PROJECT (hereinafter referred to as the "SEGALE LEVEE PROJECT") on the lower Green River in the City of Tukwila.

WHEREAS, TUKWILA and KING COUNTY share jurisdiction over the area which would benefit from flood protection provided by the SEGALE LEVEE PROJECT; and

WHEREAS, the DISTRICT was activated in 1990 to provide a funding base for operation and maintenance of Green River pump stations and for maintenance of a number of Green River levees and revetments; and

WHEREAS, the SEGALE LEVEE PROJECT has been the highest priority project on the DISTRICT's annual maintenance priority list for the last two years; and

WHEREAS, erosive undercutting and sloughing of the riverward levee slopes, seepage through the levee to the landward levee toe, and extensive drainage problems at the SEGALE LEVEE PROJECT site have been a subject of concern with KING COUNTY and TUKWILA since the early 1970s; and

WHEREAS, due to damage caused by storms in 1990, the emergency nature of the SEGALE LEVEE PROJECT and the levee's potential to cause extensive damage should it fail, KING COUNTY and TUKWILA cooperated with the U.S. Army Corps of Engineers in the summer of 1990 to stabilize an approximately 700-foot levee segment at the SEGALE LEVEE PROJECT site under the auspices of the PL 84-99 Levee Damage Repair Program; and

WHEREAS, those repairs, though necessary, did not completely address the problems at the SEGALE LEVEE PROJECT site, and, as a result, an additional 1,300 feet of riverward levee toe key work and installation of

approximately 2,000 feet of landward seepage control drains is still needed; and

WHEREAS, large areas of developed property exist within the vicinity of the SEGALE LEVEE PROJECT, remaining undeveloped properties have largely been zoned for commercial and industrial development, and much of this property could be subject to severe flooding in the event of a breach at the SEGALE LEVEE PROJECT site; and

WHEREAS, KING COUNTY, with the approval of TUKWILA and the Green River Basin Program parties, submitted an \$815,095 application to the Hazard Mitigation Grant Program of the State Department of Community Development and the Federal Emergency Management Agency (FEMA) for the SEGALE LEVEE PROJECT to help solve some of the above-mentioned problems; and

WHEREAS, the SEGALE LEVEE PROJECT application was approved for funding by the DCD through the grant program on November 30, 1992; and

WHEREAS, the grant award is contingent on the parties providing 25 percent of the project total in local match funds, with maximum contributions of \$101,887 each; and

WHEREAS, the parties agree it is in the public's best interest for KING COUNTY and TUKWILA to share the project's local match; and

WHEREAS, the parties to the Green River Basin Program agree that the DISTRICT should have the authority to serve as local sponsor for levee improvement projects within its boundaries, provided that the jurisdictions which share flood protection benefits within the project area agree to share costs associated with the local portions of design and construction;

WHEREAS, the parties to the Green River Basin Program agree that DISTRICT funds may be expended to provide required maintenance of the completed SEGALE LEVEE PROJECT;

NOW, THEREFORE, the parties hereto agree as follows:

PURPOSE OF AGREEMENT:

The PURPOSE of this agreement is to authorize the local portion of SEGALE LEVEE PROJECT costs to be funded equally between KING COUNTY and TUKWILA with the DISTRICT serving as the local sponsor for disbursement of these funds and to authorize KING COUNTY to take the lead in design, review and construction of the project, with guidance and assistance from TUKWILA, to all standards and requirements established as part of the Hazard Mitigation Grant Program.

I. RESPONSIBILITIES:**A. KING COUNTY**

KING COUNTY's responsibilities will be as follows:

1. KING COUNTY, through the Surface Water Management Division of the King County Department of Public Works, will serve as the administering agency for the DISTRICT, pursuant to RCW 86.15 and acting in the capacity of the County Engineer under the obligations stated in King County Council Resolutions GR-1, GR1992-2, and GR1993-1.
2. KING COUNTY will provide 50 percent of the local match for the SEGALE LEVEE PROJECT, not to exceed \$101,887.
3. KING COUNTY will transmit its share of costs for the SEGALE LEVEE PROJECT to the DISTRICT prior to all funding deadlines established by the DISTRICT and as part of the Hazard Mitigation Grant Program.
4. KING COUNTY will schedule regular meetings with TUKWILA as necessary to discuss issues related to the SEGALE LEVEE PROJECT.
5. KING COUNTY will take the lead role in permit applications (excluding city permits) and environmental review as necessary to proceed with construction of the SEGALE LEVEE PROJECT.
6. KING COUNTY will oversee construction of the SEGALE LEVEE PROJECT, with assistance and input from TUKWILA, consultants and/or outside vendors, as required.

B. TUKWILA

TUKWILA's responsibilities will be as follows:

1. TUKWILA will provide 50 percent of the local match for

the SEGALE LEVEE PROJECT, not to exceed \$101,887.

- 2. TUKWILA will transmit its share of costs for the SEGALE LEVEE PROJECT to the DISTRICT prior to all funding deadlines established by the DISTRICT and as part of the Hazard Mitigation Grant Program.
- 3. TUKWILA will assist KING COUNTY with permit applications and right-of-way negotiations as necessary and will participate in regular meetings to be held with KING COUNTY to discuss the project.

C. GREEN RIVER FLOOD CONTROL ZONE DISTRICT

The DISTRICT's responsibilities will be as follows:

- 1. The DISTRICT will serve as local sponsor for the SEGALE LEVEE PROJECT.
- 2. As local sponsor for the SEGALE LEVEE PROJECT, the DISTRICT will be responsible for all contractual obligations with the State Department of Community Development and FEMA during all phases of the project, including the permitting and right-of-way acquisition stages.
- 3. The DISTRICT will collect funds from KING COUNTY and TUKWILA for the local portion of costs for the project and will expend those funds as necessary for design and construction of the SEGALE LEVEE PROJECT.
- 4. The DISTRICT will provide annual maintenance for the SEGALE LEVEE PROJECT, in compliance with any obligations assumed as local sponsor for the project, subject to continued funding availability.

II. COST ESTIMATES:

- A. Total project costs are estimated as follows:

Design Phase.....	\$128,877
Construction Phase.....	686,218

TOTAL:	815,095

- B. In the event that project costs for design or construction exceed the estimates as set forth above, the parties agree to provide an accounting of the additional expenditures and to delay further work until a consensus is reached on the revised budget figures.
- C. In the event project costs upon completion are less than the estimates set forth above, any local costs in

excess of the total cost will be reimbursed equally between KING COUNTY and TUKWILA.

III. SCHEDULE:

The schedule for construction of the SEGALE LEVEE PROJECT includes preliminary design in 1994, environmental review in 1994 and 1995 and construction in 1995 and/or 1996.

IV. EFFECTIVENESS AND DURATION:

This agreement shall be effective upon signature by all parties and will remain in effect until the SEGALE LEVEE PROJECT is completed.

V. AMENDMENTS AND EXTENSION OR TERMINATION:

- A. This agreement may be amended only by written agreement of the parties hereto. Any proposed changes will be presented to the executive or legislative bodies of the parties for review and approval.
- B. This agreement may be terminated by any party for any reason upon provision of sixty days written notice to the remaining parties.
- C. In the event of termination of this agreement, all parties are responsible for costs incurred up to the effective date of termination, including any costs associated with signed contracts for design and/or construction.

VI. INDEMNIFICATION

Each party hereto agrees to indemnify and hold harmless the other party, its officers, agents and employees for all claims (including demands, suits, penalties, losses, damages, or costs of any kind whatsoever) 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.

KING COUNTY

The signing of this agreement was authorized by the governing body of KING COUNTY adopted at a meeting on December 13, 1993.

ATTEST
By: [Signature]
Date: 12/29/93
By: [Signature]
Title: County Executive
Date: DEC 29 1993

TUKWILA

The signing of this agreement was authorized by the governing body of the CITY OF TUKWILA adopted at a meeting on August 16, 1993.

ATTEST
By: [Signature]
Date: 8-31-93
By: John W. Rantz
Title: Mayor
Date: 8-31-93

GREEN RIVER FLOOD CONTROL ZONE DISTRICT

The signing of this agreement was authorized by the governing body of the GREEN RIVER FLOOD CONTROL ZONE DISTRICT, adopted at a meeting on December 13, 1993.

ATTEST
By: [Signature]
Date: 1/26/94
By: Kent Pullen
Title: CHAIRPERSON, GRFCZD
Board of Supervisors
Date: 1/26/94

10009

AMENDMENT TO THE 1994 INTERLOCAL AGREEMENT BETWEEN KING COUNTY,
THE CITY OF TUKWILA AND THE GREEN RIVER FLOOD CONTROL ZONE DISTRICT
TO ESTABLISH ADDITIONAL LOCAL COST SHARE RESPONSIBILITIES FOR THE
SEGALE LEVEE STABILIZATION PROJECT

THIS AMENDMENT is entered into by and between the COUNTY OF KING (hereinafter referred to as "KING COUNTY"), the CITY OF TUKWILA, a municipal corporation of the State of Washington (hereinafter referred to as "TUKWILA") and the Green River Flood Control Zone District, a quasi municipal corporation of the State of Washington authorized under the provisions of Revised Code of Washington (RCW) 86.15 (hereinafter referred to as the "DISTRICT") for the purpose of expanding the local cost-share responsibilities between KING COUNTY and TUKWILA for landward construction costs for the SEGALE LEVEE STABILIZATION PROJECT (hereinafter referred to as the "SEGALE LEVEE PROJECT") located on the lower Green River in the City of Tukwila within the boundaries of the DISTRICT. All changes to the original 1994 interlocal agreement are contained in this amendment; elements which are not addressed in this amendment remain as stated in the original agreement.

WHEREAS, on January 26, 1994, the parties to this agreement adopted an interlocal agreement to establish construction and local cost share responsibilities for the SEGALE LEVEE PROJECT; and

WHEREAS, erosive undercutting and sloughing of the riverward levee slopes, seepage through the levee to the landward levee toe, and extensive drainage problems at the SEGALE LEVEE PROJECT site have been a subject of concern with KING COUNTY and TUKWILA since the early 1970s; and

WHEREAS, a history of federal flood damage repair assistance exists at the project site, primarily under the auspices of the U.S. Army Corps of Engineers' PL 84-99 Levee Damage Repair Program; and

WHEREAS, large areas of developed property exist within the vicinity of the SEGALE LEVEE PROJECT, remaining undeveloped properties have largely been zoned for commercial and industrial development, and much of this property could be subject to severe flooding in the event of a breach at the SEGALE LEVEE PROJECT site; and

WHEREAS, KING COUNTY, with the approval of TUKWILA and the Green River Basin Program parties, submitted and was awarded an \$815,095 application to the Hazard Mitigation Grant Program of the State Military Department and the Federal Emergency Management Agency (FEMA) for the SEGALE LEVEE PROJECT to help solve some of the above-mentioned problems; and

WHEREAS, this grant expires on December 31, 1996; and

WHEREAS, riverward repairs at the site were completed during the summer of 1995, for a total cost of over \$600,000; and

WHEREAS, the landward work to be completed in 1996 is also projected to exceed original cost estimates, by approximately \$234,000; and

WHEREAS, TUKWILA and KING COUNTY have agreed to share equally additional costs for this work (approximately \$117,000 apiece) so that construction can be completed in 1996, prior to the expiration date of the grant; and

WHEREAS, it is possible that additional work may be completed in the future at the site, with total local contributions to not exceed a total of \$200,000 apiece

NOW, THEREFORE, the parties hereto agree to the following amendments to the original interlocal agreement:

PURPOSE OF AMENDMENT:

The PURPOSE of this amendment is to expand the original interlocal agreement to authorize additional costs for 1996 landward work to the SEGALE LEVEE PROJECT to be funded equally between KING COUNTY and TUKWILA with the DISTRICT serving as the local sponsor for disbursement of these funds.

I. RESPONSIBILITIES:

A. KING COUNTY

KING COUNTY's responsibilities will be as follows:

1. KING COUNTY will provide 50 percent of the local match for additional landward costs for the SEGALE LEVEE PROJECT, as outlined in Section II of this amendment.
2. KING COUNTY will transmit its share of costs for the SEGALE LEVEE PROJECT to the DISTRICT prior to all funding deadlines established by the DISTRICT and as part of the Hazard Mitigation Grant Program.
3. KING COUNTY will schedule regular meetings with TUKWILA as necessary to discuss financial issues related to the SEGALE LEVEE PROJECT.

B. TUKWILA

TUKWILA's responsibilities will be as follows:

1. TUKWILA will provide 50 percent of the local match for additional landward costs for the SEGALE LEVEE PROJECT, as outlined in Section II of this amendment.

- 2. TUKWILA will transmit its share of costs for the SEGALE LEVEE PROJECT to the DISTRICT prior to all funding deadlines established by the DISTRICT and as part of the Hazard Mitigation Grant Program.
- 3. TUKWILA will participate in regular meetings to be held with KING COUNTY to discuss financial issues related to the project.

C. GREEN RIVER FLOOD CONTROL ZONE DISTRICT

The DISTRICT's responsibilities will be as follows:

- 1. The DISTRICT will serve as local sponsor for the SEGALE LEVEE PROJECT.
- 2. As local sponsor for the SEGALE LEVEE PROJECT, the DISTRICT will be responsible for all contractual obligations with the State Military Department and FEMA during all phases of the project.
- 3. The DISTRICT will collect funds from KING COUNTY and TUKWILA for the local portion of costs for the project and will expend those funds as necessary for construction of the SEGALE LEVEE PROJECT.

II. COST ESTIMATES:

Additional landward costs, the subject of this amendment, are divided into two categories: ESSENTIAL GRANT costs and ADDITIONAL NON-GRANT costs.

Essential grant costs are estimated at approximately \$234,000, and will be cost-shared by KING COUNTY and TUKWILA at \$117,000 apiece.

Additional non-grant costs are estimated at approximately \$166,000. These costs may be shared by KING COUNTY and TUKWILA at \$83,000 apiece and would support the installation of an additional 35 wells if federal funds are also secured to provide the remaining costs for design and construction.

In any case, financial contributions of KING COUNTY and TUKWILA for landward construction of the SEGALE LEVEE PROJECT are not to exceed \$200,000 apiece.

III. SCHEDULE:

Landward construction of the SEGALE LEVEE PROJECT will take place in 1996, and will be completed by the grant expiration date of December 31, 1996. Additional non-grant work may be completed in 1997 or 1998, subject to funding availability and the possibility of federal monies for design and construction.

IV. EFFECTIVENESS AND DURATION:

This agreement shall be effective upon signature by all parties and will remain in effect until the SEGAL LEVEE PROJECT is completed. In the event additional non-grant work is planned, the effective date may be extended through the end of 1998.

V. AMENDMENTS AND EXTENSION OR TERMINATION:

- A. This amendment may be terminated by any party for any reason upon provision of sixty days written notice to the remaining parties.
- B. In the event of termination of this amendment, all parties are responsible for costs incurred up to the effective date of termination, including any costs associated with signed contracts for design and/or construction.

VI. INDEMNIFICATION

Each party hereto agrees to indemnify and hold harmless the other party, its officers, agents and employees for all claims (including demands, suits, penalties, losses, damages, or costs of any kind whatsoever) 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 amendment.

KING COUNTY

The signing of this agreement was authorized by the governing body of KING COUNTY adopted at a meeting on _____, 1996.

APPROVED AS TO FORM:

By: _____

Title: Prosecuting Attorney

Date: _____

ATTEST

By: _____

By: _____

Title: County Executive

Date: _____

Date: _____

100894

TUKWILA

The signing of this agreement was authorized by the governing body of the CITY OF TUKWILA adopted at a meeting on _____, 1996.

APPROVED AS TO FORM:

By: _____

Title: City Attorney

Date: _____

ATTEST

By: _____

By: _____

Title: Mayor

Date: _____

Date: _____

GREEN RIVER FLOOD CONTROL ZONE DISTRICT

The signing of this agreement was authorized by the governing body of the GREEN RIVER FLOOD CONTROL ZONE DISTRICT, adopted at a meeting on _____, 1996.

APPROVED AS TO FORM:

By: _____

Title: Prosecuting Attorney

Date: _____

ATTEST

By: _____

By: _____

Title: CHAIRPERSON, District Board of Supervisors

Date: _____

Date: _____