

1 3-14-97
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INTRODUCED BY LOUISE MILLER
PROPOSED NO. 97-208

3
4 MOTION NO. **10198**

5 A MOTION authorizing an interlocal agreement between King
6 County and the city of Woodinville for the purpose of cooperatively
7 designing and constructing drainage improvements for portions of
8 Sammamish River Tributary 90.

9 WHEREAS, Sammamish River Tributary 90 flows westward through unincorporated
10 King County and the city of Woodinville in the Hollywood neighborhood and enters the
11 Sammamish River at approximately 147th Place NE, if extended, and

12 WHEREAS, Sammamish River Tributary 90 has caused extensive flooding along 148th
13 Avenue NE in Woodinville during the past several years due to its conveyance through undersized
14 culverts and modification of its original stream channel alignment to include a 90 degree turn at
15 the corner of 146th Place NE and 148th Avenue NE, and

16 WHEREAS, large amounts of sediment from upstream areas are washed into Sammamish
17 Tributary 90 along 146th Place NE thereby blocking downstream culverts and further
18 contributing to flooding along 148th Avenue NE, and

19 WHEREAS, the flooding problems occur within, and result from, runoff and erosion
20 occurring in both unincorporated King County and Woodinville, and

21 WHEREAS, King County and Woodinville wish to cooperate to realize the mutual
22 benefits of implementing projects which reduce the severity of flooding and erosion occurring in
23 both King County and in Woodinville, and

24 WHEREAS, the King County Water and Land Resources Division has designed and
25 constructed sediment control structures in the stream channel in unincorporated areas along 146th
26 Place NE and will be enlarging a culvert under a portion of 148th Avenue NE in unincorporated
27 King County, and

28 WHEREAS, increasing culvert sizes and realigning portions of the stream channel within
Woodinville would reduce flooding in both King County and Woodinville and would augment the

1 benefits of flood and erosion protection projects undertaken for Sammamish Tributary 90 in
2 unincorporated King County, and

3 WHEREAS, based on impacts from New Year's 1997 storms the parties have applied for
4 Federal Highway Administration emergency relief and may qualify for full or partial
5 reimbursement of project costs, and

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

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

9 The county executive is hereby authorized to enter into an interlocal agreement with the
10 city of Woodinville, in substantially the same form as attached hereto, for the cooperative design
11 and construction of drainage improvements for portions of Sammamish River Tributary 90.

12 PASSED by a vote of 12 to 0 this 5th day of
13 May, 1997.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hague
Chair

18 ATTEST:

19 James Masno
20 **ACTING** Clerk of the Council

21 Attachments:
22 None.

**An Agreement Between King County and Woodinville
for the Hollywood Drainage Improvement Project**

This agreement is entered into by King County, Washington, hereinafter referred to as "King County," and the City of Woodinville, hereinafter referred to as "Woodinville," collectively referred to as the "Parties," for the purposes of cooperatively designing and constructing drainage improvements for portions of Sammamish River Tributary 90 within Woodinville in the Hollywood neighborhood.

WHEREAS, Sammamish River Tributary 90 flows westward through unincorporated King County and Woodinville in the Hollywood neighborhood and enters the Sammamish River at approximately 147th Place NE, if extended, and

WHEREAS, Sammamish River Tributary 90 has caused extensive flooding along 148th Avenue NE in Woodinville during the past several years due to its conveyance through undersized culverts and modification of its original stream channel alignment to include a 90 degree turn at the corner of 146th Place NE and 148th Avenue NE, and

WHEREAS, large amounts of sediment from upstream areas are washed into Sammamish Tributary 90 along 146th Place NE thereby blocking downstream culverts and further contributing to flooding along 148th Avenue NE, and

WHEREAS, the flooding problems result from runoff and erosion occurring in both unincorporated King County and Woodinville, and

WHEREAS, during flood events public and private properties in both unincorporated King County and in Woodinville are impacted, and

WHEREAS, the Water and Land Resources (WLR) Division has conducted an engineering study of the flooding problems and developed a set of alternative recommendations for addressing the problems, and

WHEREAS, the WLR Division has designed and constructed sediment control structures in the stream channel in unincorporated areas along 146th Place NE and will be enlarging a culvert under a portion of 148th Avenue NE in unincorporated King County, and

WHEREAS, increasing culvert sizes and realigning portions of the stream channel within

1 Woodinville would reduce flooding in both King County and Woodinville and would augment the
2 benefits of flood and erosion protection projects undertaken for Sammamish Tributary 90 in
3 unincorporated King County, and

4 WHEREAS, based on impacts from New Year's 1997 storms the parties have applied for
5 Federal Highway Administration emergency relief and may qualify for full or partial
6 reimbursement of project costs, and

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

9 NOW THEREFORE, the Parties mutually agree to the following:

10 **I. Purpose**

11 This agreement establishes a cooperative project to reduce road and private property
12 flooding by improving conveyance of Sammamish River Tributary 90 along 146th Place
13 NE and 148th Avenue NE in Woodinville. Conveyance capacity will be increased by
14 replacing undersized culverts, enlarging open drainage channels, removing sediment
15 deposited by previous flooding, and realigning a portion of the channel so that a 90 degree
16 turn no longer exists. This project will complement surface water management projects in
17 unincorporated areas that were completed by the King County Surface Water
18 Management Division.

19 **II. Project Management**

20 A. The project shall be managed by a Project Management Team (PMT) composed of
21 one representative each from the King County Water and Land Resources (WLR)
22 Division, King County Roads Services (Roads) Division, and Woodinville. The
23 PMT shall reach its decisions by consensus. In the event that consensus cannot be
24 achieved, the issue in question shall be forwarded to the Manager of the King
25 County WLR Division, or his/her designee, and the Woodinville Public Services
26 Administrator, or his/her designee. In the event that the dispute cannot be
27 resolved by the Managers, the issue will be forwarded to the Director of the King
28 County Department of Natural Resources, or his/her designee, and the

1 Woodinville City Manager, or his/her designee, for resolution.

2 B. The PMT shall convene regularly during the project to disseminate and discuss
3 project information such as status reports, designs, budget, and schedule.

4 C. The PMT shall develop a maintenance program for the project that coordinates
5 maintenance activities among the surface water management structures on
6 Sammamish River Tributary 90 in both unincorporated and incorporated areas.

7 **III. Responsibilities**

8 Both King County and Woodinville will be responsible for completing certain project
9 tasks. King County responsibilities will be shared by the King County WLR Division and
10 the King County Roads Division. Responsibilities within King County are to be divided as
11 indicated below in section III. A. of this agreement.

12 A. King County shall:

- 13 1. Design the project (WLR Division).
- 14 2. Obtain any state or federal permits required to complete the project (WLR
15 Division).
- 16 3. Construct the project (Roads Division).
- 17 4. Inspect the project to ensure that it was constructed as designed and
18 satisfies any federal or state permit conditions (WLR Division and Roads
19 Division).
- 20 5. Maintain that portion of the project lying within its jurisdictional
21 boundaries.

22 B. Woodinville shall:

- 23 1. Review the project design and provide comments and suggested design
24 revisions to King County if desired.
- 25 2. Obtain any Woodinville permits required to complete the project.
- 26 3. Inspect the project to ensure that it was constructed as designed and
27 satisfies any Woodinville permit conditions.
- 28 4. Maintain that portion of the project lying within its jurisdictional

boundaries.

IV. Costs

A. The costs of the project include design, easement, construction, and project management costs and shall consist of all expenditures necessary to complete the project, including and limited to costs for staff time, benefits, overhead, and goods and services directly related to the project including those project costs incurred prior to execution of this agreement. Costs are described in Exhibit A.

B. King County

- 1. The WLR Division shall pay for 25% of the costs of the project up to an amount not to exceed \$100,000.
- 2. The Roads Division shall pay for 25% of the costs of the project up to an amount not to exceed \$100,000.

C. Woodinville shall pay for 50% of the costs of the project up to an amount not to exceed \$200,000.

V. Billing and Payment

A. The King County WLR Division shall bill Woodinville on itemized invoices for their share of project costs as given in section IV. of this agreement. Billing shall be done quarterly. Woodinville shall pay all invoices within 60 days of receipt.

B. Should construction costs exceed 25% of the total project cost, as is anticipated, the Roads Division shall bill the WLR Division for the amount in excess of 25% of the total project cost. Should construction costs fall below 25% of the total project cost, the WLR Division shall bill the Roads Division for the difference up to 25% of the total project cost. The WLR Division and the Roads Division shall pay any invoices within 60 days of receipt.

C. The Parties represent that funds for this project have been appropriated and are available. To the extent that this project requires future appropriations beyond current appropriation authority, the Parties' obligations are contingent upon the appropriation of sufficient funds to complete the activities described herein. If no

1 such appropriation is made, this agreement will terminate.

2 **VI. Potential Project Cost Reimbursement**

3 The parties have applied for Federal Highway Administration emergency relief funds
4 which may provide partial or full reimbursement for project costs. The parties agree that
5 any reimbursement received by any of the parties will be distributed among them at the
6 same percentages as they agree to bear project costs: Woodinville 50%; WLR Division
7 25%; Roads Division 25%.

8 **VII. Duration, Termination, and Amendment**

- 9 A. This agreement is effective upon signature by the Parties and remains in effect until
10 December 31, 1999.
- 11 B. This agreement may be terminated by either Party upon 30 days written notice. In
12 the event of termination, payment will be made for work performed to the date of
13 termination in the proportion agreed to by the Parties.
- 14 C. This agreement may be amended, altered, clarified, or extended only by the written
15 agreement of the Parties hereto.
- 16 D. This agreement is not assignable by either Party, either in whole or in part.
- 17 E. This agreement is the complete expression of the terms hereto and any oral or
18 written representations or understandings not incorporated herein are excluded.
- 19 The Parties recognize that time is of the essence in the performance of the
20 provisions of this agreement. Waiver of any default shall not be deemed to be
21 waiver of any subsequent default. Waiver of breach of any provision of this
22 agreement shall not be deemed to be a waiver of any other or subsequent breach
23 and shall not be construed to be a modification of the terms of the agreement
24 unless stated to be such through written approval by the Parties which shall be
25 attached to the original agreement.

26 **VIII. Indemnification and Hold Harmless**

27 Each Party shall protect, defend, indemnify, and save harmless the other Party, its officers,
28 officials, employees, and agents, while acting within the scope of its employment as such,

1 from any and all costs, claims, judgments, and/or awards of damages, arising out of or in
2 any way resulting from either Party's own negligent acts or omissions. Each Party agrees
3 that its obligations under this subparagraph extend to any claim, demand, and/or cause of
4 action brought by, or on behalf of, any of its employees or agents. For this purpose, each
5 Party, by mutual negotiation, hereby waives, with respect to the other Party only, any
6 immunity that would otherwise be available against such claims under the Industrial
7 Insurance provisions of Title 51 RCW. In the event that either Party incurs any judgment,
8 award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of
9 this Article, all such fees, expenses, and costs shall be recoverable from the responsible
10 Party to the extent of that Party's culpability.

11
12 IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the _____
13 day of _____, 19____.

14
15 Approved as to Form King County:
16
17 By: _____ By: _____
18 Title: Deputy Prosecuting Attorney Title: King County Executive

19
20 Approved as to Form Woodinville:
21 By: _____ By: _____
22 Title: _____ Title: _____

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Exhibit A

Hollywood Drainage Improvement Project Estimated Costs

Item	Estimated Cost
Project Management, Design, and Permitting	\$ 59,000
Construction	179,000
Construction Administration and Inspection	36,000
Easements	40,000
Contingency	18,000
Total	\$332,000