

02/22/99

Introduced By: Kent Pullen

Clerk 02/24/99

Proposed No.: 1999-0110

MOTION NO. **10655**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

A MOTION authorizing the county executive to enter into an interlocal agreement with the city of Covington for the county to transfer to the city the balance of all county funds originally committed to CIP projects.

WHEREAS, the city of Covington incorporated and commenced operation on August 31, 1997, and

WHEREAS, the county had budgeted funds for certain road improvement projects prior to the city's incorporation, and

WHEREAS, the county may transfer the remaining balance of funds previously budgeted for the CIP projects under chapter 39.34 RCW, the Interlocal Cooperation Act, and

WHEREAS, the city agrees to receive the funds and to use them for completion of transportation improvements in the city;

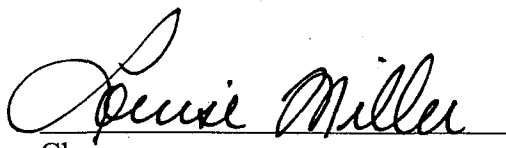
NOW, THEREFORE, BE IT MOVED by the Council of King County:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

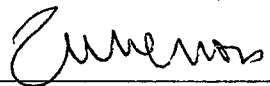
The county executive is authorized to execute an interlocal agreement, substantially in the form of the attached, with the city of Covington for the county to transfer to the city balance of all county funds originally committed to the CIP projects before the city's incorporation.

PASSED by a vote of 13 to 0 this 29th day of March,
1999

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments: An Interlocal Agreement Between King County and the City of Covington
Relating to the Transfer of Funds for Capital Improvement Projects

AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF COVINGTON RELATING TO THE TRANSFER OF FUNDS FOR CAPITAL IMPROVEMENT PROJECTS

THIS IS AN INTERLOCAL AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as "the County," and the City of Covington, a municipal corporation of the State of Washington, hereinafter referred to as "the City."

WHEREAS, the City incorporated and commenced operations on August 31, 1997, and

WHEREAS, prior to the City's incorporation, King County had planned and had budgeted funds for a road capital improvement project (CIP), known as the 204th Ave. SE Road Establishment, hereinafter referred to as "the Project," and

WHEREAS, the County funds appropriated and remaining for the Projects as of the City's incorporation are \$189,997, and

WHEREAS, the City requests the County to transfer the remaining County appropriated funds and work files for the Project to the City, and

WHEREAS, the King County Council has appropriated money for the Project to establish a secondary road access for several plat applications proposed for the area in order to mitigate traffic congestion around the development zone, and

WHEREAS, King County will transfer responsibility for another CIP, known as the Mitigation Monitoring of SE 262nd Pl Culvert Replacement, to the City, but without a transferal of money,

NOW THEREFORE, pursuant to RCW 39.34, the Interlocal Cooperation Act, and in consideration of the terms and conditions contained herein, it is mutually agreed by the County and the City as follows:

1. COUNTY RESPONSIBILITIES

- 1.1 Within thirty (30) days of the execution of this Agreement by the parties, the County shall transfer to the City the balance of County funds appropriated for the Project for a total of \$189,997.
- 1.2 Upon the transfer of County appropriated funds from the Project to the City, the parties agree that these funds constitute all the funds to be provided to the City for roadway purposes within the City. The County shall have no further commitment or obligation to support the Project, except as expressly set forth herein.

1.3 The County shall provide the City with an historical summary of the Project.

2. CITY RESPONSIBILITIES

2.1 The City will use the County funds transferred to it by the County for road improvements and for no other purpose. Such use may include operation, maintenance, design, project management, project administration, and construction of road improvements.

2.2 The City acknowledges that the funds appropriated for the Project were intended to facilitate building a secondary road access for several plat applications which will now be within its boundaries.

2.3 The City will assume complete responsibility for the Project if it is selected by the City for completion.

2.4 The City will refund in full any County appropriated funds transferred pursuant to this Agreement which are used for purposes not authorized by this Agreement, plus interest at market rate.

2.5 The City will assume responsibility for the Mitigation Monitoring of SE 262nd Pl. Culvert Replacement on and after August 31, 1997 (see Exhibit 1) with no transferal of additional funds from the County.

3. DURATION

This agreement shall be effective upon execution by both parties, and shall continue in force until the funds to be transferred have been expended in accordance with the terms of this Agreement, or until this Agreement is terminated in writing by mutual consent of both parties.

4. INDEMNIFICATION

Washington State law shall govern the respective liability between the parties to the Agreement for any loss due to property damage or personal injury arising out of the activities conducted pursuant to this Agreement. No liability shall be attached to the City or County by reason of entering into this Agreement except as expressly provided herein.

5. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this contract shall be subjected to inspection, review or audit by the City or the County at the requesting party's sole expense during the term of this Agreement and three (3)

years after expiration or termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

6. WAIVER OR AMENDMENTS

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. This Agreement shall not be modified or amended except by an instrument, in writing, signed by the parties hereto.

7. ENTIRE AGREEMENT

This Agreement is the complete expression of the terms hereof and any representations or understandings, whether oral or written, not incorporated herein are excluded

8. INVALID PROVISION

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last written below,

KING COUNTY

CITY OF COVINGTON

For RON SIMS
KING COUNTY EXECUTIVE

PAT NEVINS
CITY MANAGER

DATE

DATE

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting Attorney

City Attorney

DATE

DATE

10655

EXHIBIT 1

Mitigation Monitoring of SE 262nd Pl Culvert Replacement Project
(King County Road Services Division, CIP #C58481)

Project Description and State Permit:

Replacement of the existing parallel culvert system under SE 262nd Pl with a single 5-foot high by 19-foot wide concrete box culvert.

The project also included a stream bypass system to temporarily transport Jenkins Creek past the construction site; bank stabilization features at the outlet of the box culvert; and, revegetation of approximately 600 square feet of streambank with native willow species.

SE 262nd Pl crosses Jenkins Creek, which is an important salmonid stream in King County. Replacement of the culvert required the County obtain a Hydraulic Project Approval (HPA, #00-A3169-01) from the Washington State Department of Fish and Wildlife prior to construction per RCW 75.20.100 and RCW 75.20.103. In addition, a Water Quality Modification (WQM) permit number DE 95WQ-N325 was issued for the project by the Washington State Department of Ecology. The WQM was originally issued in 1995 with an extension granted in 1996.

Permit Conditions Establishing Monitoring Requirement:

HPA Condition #18 states: "Alteration or disturbance to the bank and bank vegetation shall be limited to that necessary to construct the project. Within seven calendar days of project completion, all disturbed area shall be protected from erosion using vegetation or other means. Within one year of project completion, the banks shall be revegetated with native or other approved woody species. Vegetative cuttings shall be planted at a maximum interval of three feet (on center) and maintained as necessary for three years to ensure 80 percent survival."

10655

Current Status of Project:

- The project was constructed during the summer of 1996.
- Survival of planted vegetation at the end of one year was 30 percent, well below the established permit condition of 80 percent.
- Remedial action is necessary to replace lost vegetation. An additional 35 to 45 willow cuttings are needed at the site, and should be planted in late October or early November 1997.
- A minimum of two additional years of monitoring are required by the HPA. Failure of the site to meet the revegetation condition established in the HPA could result in more extensive remedial action and additional monitoring.

Prepared by: Howard Haemmerle, Environmental Engineer, 8/12/97