

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 15, 2000

Motion 10860

Proposed No. 2000-0063.2

Sponsors Vance

1 A MOTION authorizing the county executive to execute an
2 interlocal agreement with the cities of Burien, Des Moines,
3 Normandy Park, and SeaTac for the cooperative
4 improvement and restoration of Des Moines Memorial Drive
5 South.

6
7
8 WHEREAS, Des Moines Memorial Drive South is an arterial roadway running
9 through unincorporated King County, and the cities of Burien, Des Moines, and SeaTac,
10 and

11 WHEREAS, the city of Normandy Park, due to its proximity, has also expressed
12 and interest in cooperating on the improvement and restoration of Des Moines Memorial
13 Drive South, and

14 WHEREAS, Des Moines Memorial Drive is an historically significant corridor,
15 and

16 WHEREAS, the parties established a committee
17

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

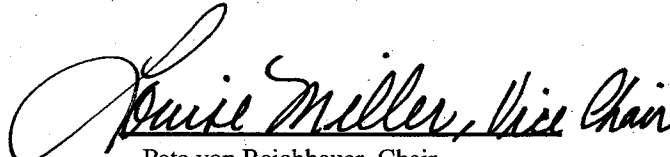
19 The county executive is authorized to execute an interlocal agreement,
20 substantially in the form attached, with the cities of Burien, Des Moines, Normandy Park,
21 and SeaTac
22 for the cooperative restoration, improvement, and maintenance of Des Moines Memorial
23 Drive South.

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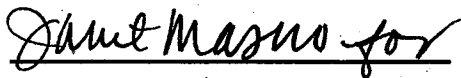
Motion 10860 was introduced on 1/31/00 and passed by the Metropolitan King County Council on 2/14/00, by the following vote:

Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna,
Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Interlocal Agreement Dated January 19, 2000, B. Addendum A Dated January 19, 2000

Interlocal Agreement

Des Moines Memorial Drive

In accordance with the Interlocal Cooperation Act (RCW Chapter 39.34), the City of Burien, the City of Des Moines, the City of Normandy Park, the City of SeaTac and King County, (hereafter referred to as "Parties"), each of which is a Washington Municipal Corporation hereby enter into the Agreement set forth:

RECITALS

1. Whereas, Des Moines Memorial Drive was established as a World War I war memorial in 1921 and runs through the cities of Burien, Des Moines and SeaTac, as well as King County; and
2. Whereas, Normandy Park, due to its proximity, has expressed a desire to join the other jurisdictions in cooperating on the restoration of the drive; and
3. Whereas, the Parties believe that Des Moines Memorial Drive is an important part of Washington State's history; and
4. Whereas, each Party while fully responsible for planning, designing and maintaining the right-of-way and improvement along the drive in their respective jurisdictions, may benefit by cooperating in the design, maintenance, landscape and commemorative standards and cooperative grant applications; and
5. Whereas, the Parties believe that a cooperative effort is the most effective method of meeting the goals stated herein.

AGREEMENTS

The Parties agree to:

1. Cooperate in developing street design, landscape and commemorative standards.
2. Cooperate in grant applications for planning and improvements in the right-of-way and along Des Moines Memorial Drive.
3. Provide maintenance as needed in order to preserve the trees and landscaping elements in their respective jurisdictions along the drive.

4. Routinely coordinate with the Des Moines Memorial Drive Advisory Committee, established and designated to advocate for preservation of the drive as a World War I memorial. The duties of the Des Moines Memorial Drive Advisory Committee, hereby created by this agreement, are described in Addendum A and are a part of this agreement.
5. Coordinate with utilities using the right-of-way along Des Moines Memorial Drive to assure preservation and replacement of trees due to impacts from construction and use of the right-of-way.

ADMINISTRATION OF INTERLOCAL AGREEMENT

The Parties agree to establish an interagency administrative committee and appoint one staff representative to attend scheduled meetings on Des Moines Memorial Drive. The interagency administrative committee will decide on a meeting schedule at their first meeting and may revise this schedule from time to time. An annual meeting is required to coordinate annual maintenance and necessary capital improvements to assure the Drive is maintained in appropriate condition. These staff representatives will serve as ex-officio members of Des Moines Memorial Drive Committee.

TERM

This agreement may be reviewed annually but shall remain in full force and effect from February 1, 2000 unless terminated or modified by separate agreement, so long as at least two parties continue to operate under this agreement. Any Party may withdraw from this Agreement by delivering written notice to the other Parties.

INDEMNIFICATION

By executing this cooperative agreement on Des Moines Memorial Drive, each of the parties recognizes that all final decisions and responsibility for design standards, construction, regulation or maintenance of its portion of Des Moines Memorial Drive remains exclusively within its jurisdiction and authority. This agreement does not affect or change each parties' liability or responsibility for nor in any way releases the individual parties to this agreement from any responsibility which arises in whole or in part from the existence, validity, enforcement or effect of city ordinances, rules or regulations. Entering into this agreement will not be interpreted as relieving the individual parties, their officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the individual Parties, their officers, agents, and employees. If any such cause, claim, suit, action, or administrative proceeding is commenced, the individual Parties shall defend the same at their sole expense and, if judgment is entered or damages are awarded against the Parties, the individual Parties shall satisfy the same, including all chargeable costs and attorneys' fees.

10860

CITY OF BURIEN

APPROVED AS TO FORM this _____
day of _____, 2000.

DATED this _____ day of
_____, 2000.

By _____
Michael Weight, City Attorney
City of Burien

By _____
Gary P. Long, City Manager
At the direction of the Burien City
Council by motion passed at an open
public meeting on
_____, 2000.

CITY OF DES MOINES

APPROVED AS TO FORM this _____
day of _____, 2000.

DATED this _____ day of
_____, 2000.

By _____
Gary N. McLean, City Attorney
City of Des Moines

By _____
Robert L. Olander, City Manager
At the direction of the Des Moines City
Council by motion passed at an open
public meeting on
_____, 2000.

CITY OF NORMANDY PARK

APPROVED AS TO FORM this _____
day of _____, 2000.

DATED this _____ day of
_____, 2000.

By _____
Wilton S. Viall, III, City Attorney
City of Normandy Park

By _____
Merlin MacReynold, City Manager
At the direction of the Normandy Park
City Council by motion passed at an open
public meeting on
_____, 2000.

10860

CITY OF SEATAC

APPROVED AS TO FORM this _____
day of _____, 2000.

DATED this _____ day of
_____, 2000.

By _____
Robert L. McAdams, City Attorney
City of SeaTac

By _____
Calvin Hoggard, City Manager
At the direction of the SeaTac City
Council by motion passed at an open
public meeting on
_____, 2000.

KING COUNTY

DATED this _____ day of
_____, 2000.

By _____
Ron Sims, King County Executive
at the direction of the King County
Council by motion passed at an
open public meeting on
_____, 2000.

Des Moines Memorial Drive Advisory Committee

PURPOSE and DUTIES

1. The Des Moines Memorial Drive Committee is formed as an advisory body to represent the concerned stakeholders' interests. It will provide oversight, advocacy and advice to the cities and King County on the development and implementation of a plan for the street design, trees, and other commemorative improvements and features along Des Moines Memorial Drive. The plan will be submitted to each agency for approval and formal adoption.
2. The Committee will act as coordination body with all members or interested veterans groups to assure a quality World War I memorial.
3. The Committee will develop and provide public information, producing educational and memorial events to commemorate the sacrifice of members of the American military for the cause of freedom.
4. If requested, the Committee may assist other organizations in finding locations for war memorials in the Highline area as necessary.
5. The Committee may seek public or private funds to finance commemorative improvements to the Drive. Funds received for this purpose will be held by one of the cities in a trust account designated for Memorial Drive commemorative improvements.

MEMBERSHIP

The Des Moines Memorial Drive Committee shall be comprised of the following voting and ex-officio members. Member jurisdictions include King County and the Cities of Burien, Des Moines, Normandy Park and SeaTac.

Voting Members

1. Members of Veterans Groups (5) with no more than two members from one group.
2. City designated appointed officials (4)
 - One (1) representative from each member City appointed by City Council

MEMBERSHIP (cont.)

Voting Members

3. **County Council designated appointed official (1)**
 - **One (1) representative from the County designated by the Chair of the County Council**
4. **Other citizens leaders/activists (5)**
 - **One (1) representative designated from each member City and unincorporated County.**
5. **Trustee of the Highline Historical Society (1)**

Total Voting Membership is 16.

Ex-officio Members

1. **City appointed representative accountable for Operations and Maintenance activities (4)**
 - **One (1) representative from each member City appointed by City Manager.**
2. **County appointed representative accountable for Operations and Maintenance activities (1)**
 - **One (1) representative from the County appointed by the County Executive or his designee**
3. **A utility representative (1)**

MEETINGS

The Des Moines Memorial Drive Advisory Committee will meet on a regular basis. At its first meeting, the committee will elect a Chair, Vice-Chair and Secretary and decide on a meeting schedule. This schedule may be revised from time to time. A quorum requires at least eight voting members to be present. All meetings will be announced and open to the public.