



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**April 4, 2005**

**Ordinance 15150**

**Proposed No.** 2005-0024.1

**Sponsors** Hague and Edmonds

1           AN ORDINANCE authorizing the King County executive  
2           to enter into an interlocal agreement with the city of  
3           Bellevue for the transfer of drainage facilities, properties  
4           and easements.

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**PREAMBLE:**

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The city of Bellevue has an established program of services to address the  
9           management of storm and surface water runoff.

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As part of its surface water management program the city assumed  
11           operational and maintenance responsibilities for specific drainage facilities  
12           now within city boundaries that were formerly within King County and  
13           were operated, maintained or otherwise managed by King County.

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The city and the county believe that it is in the best interest of the public  
15           that King County formally transfer either ownership of or responsibility  
16           for, or both, drainage facilities, properties and easements located within  
17           Bellevue boundaries to the city.

18 Responsibility for operating and maintaining municipal drainage facilities  
19 may only be formally transferred from one jurisdiction to another through  
20 an interlocal agreement executed by the relevant jurisdictions.

21 Pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, the  
22 parties are each authorized to enter into an agreement for cooperative  
23 action.

24 A separate ordinance, when passed by the King County council, will  
25 provide for the title to King County-owned drainage properties to be  
26 transferred to the city.

27 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

28 SECTION 1. The King County executive is hereby authorized to enter into an

29 interlocal agreement, in substantially the same form as Attachment A to this ordinance,  
30 with the city of Bellevue for the transfer of drainage facilities, properties and easements.

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Ordinance 15150 was introduced on 1/24/2005 and passed by the Metropolitan King County Council on 4/4/2005, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Ms. Lambert, Mr. Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons, Ms. Patterson and Mr. Constantine  
No: 0  
Excused: 1 - Mr. von Reichbauer

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this 6 day of April, 2005.

Ron Sims, County Executive

RECEIVED  
2005 APR -7 AM 9:37  
CLERK  
KING COUNTY COUNCIL

**Attachments**      A. Interlocal Agreement Between King County and the City of Bellevue for the Transfer of Drainage Facilities, Properties, and Easements

**INTERLOCAL AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF BELLEVUE  
FOR THE TRANSFER OF DRAINAGE FACILITIES,  
PROPERTIES, AND EASEMENTS**

This Agreement is hereby entered into by King County ("King County" or "County,"), Water and Land Resources Division, and the City of Bellevue ("Bellevue" or "City"), a municipal corporation (hereinafter the "Parties"), to formally transfer from the County to the City ownership of and responsibility for, as more fully described in Agreement Section III., drainage facilities, properties, and easements ("Agreement").

WHEREAS, the City of Bellevue has an established program of services to address the management of storm and surface water runoff, and

WHEREAS, as part of its surface water management program the City assumed operational and maintenance responsibilities for specific drainage facilities within city boundaries which were formerly operated, maintained or otherwise managed by King County under its surface water management program, and

WHEREAS, The City and the County believe that it is in the best interest of the public that King County formally transfer ownership of and/or responsibility for drainage facilities, properties, and easements located within Bellevue boundaries to the City, and

WHEREAS, Ordinance \_\_\_\_\_, passed by the King County Council on \_\_\_\_\_, authorizes the County Executive to enter into this Agreement on behalf of King County and to transfer to Bellevue ownership of and responsibility for certain specified drainage facilities, easements and properties owned by King County, and

WHEREAS, Ordinance \_\_\_\_\_ also authorizes the King County Executive to transfer to Bellevue drainage facilities that are located in areas that may be annexed by the City of Bellevue in the future, 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**

The purposes of this Agreement are:

- A. to provide for the transfer to Bellevue all of King County's ownership, maintenance, operation, and repair rights and obligations for the drainage facilities, properties,

and easements, as more particularly described in Exhibits A and B to this Agreement, which are hereby incorporated herein by reference, and;

- B. to provide for the future transfer of drainage facilities and easements in the event that the area in which they are located is annexed by the City of Bellevue.

## **II. Administration**

- A. Bellevue and King County shall each appoint a representative to manage activities covered under this Agreement and to resolve any conflicts that arise ("Administrator"). Bellevue and King County shall each notify the other in writing of its designated Administrator. The Administrators of the Agreement shall meet as needed. Either Administrator is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other.
- B. Any conflict that is not resolved by the Agreement Administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred for resolution to the Director of the City of Bellevue Utilities Department, or his/her designee, and the King County WLR Division Director. If the conflict cannot be resolved, it will be referred to the Director of the City of Bellevue Utilities Department and the Director of the King County Department of Natural Resources and Parks (DNRP), who shall resolve the dispute.

## **III. Transfer of Drainage System Ownership and Responsibility**

- A. Bellevue Responsibilities
  - 1. On the effective date of this Agreement, the City shall assume full and complete responsibility for the operation, maintenance, repairs, and any subsequent improvements to the drainage facilities, easements and properties identified and listed in Exhibits A and B and all liability arising from such responsibilities. Responsibilities include all financial responsibilities, including but not limited to financial responsibility for materials, construction, personnel, payroll, and purchasing costs. The Parties acknowledge that prior to the execution of this Agreement Bellevue assumed operation and maintenance responsibility for the facilities listed on Exhibit A; such responsibility was assumed on the date of annexation of the land on or in which the facility is located or on the date of acceptance of the facility for maintenance upon construction completion, as applicable to each facility.

2. The City agrees to operate and maintain the drainage facilities, easements and properties listed in Exhibits A and B in accordance with their design specifications and as a minimum to the same maintenance standards as those set forth by King County in the adopted King County Surface Water Design Manual at Appendix A, in order to ensure that the local and watershed-wide effects of said facilities shall not be diminished.
3. The City will abide by and enforce all terms, conditions, reservations, restrictions, and covenants to title.
4. The City will provide King County access to all relevant information that is maintained by the City in connection with the facilities, easements and properties listed on Exhibits A and B following transfer, in the event legal action is brought or threatened against King County, or King County and the City jointly, with regard to the facilities, easements or properties listed in Exhibits A and B.
5. The City will consult with King County prior to the destruction of any documentation associated with the facilities and/or properties listed in Exhibits A and B for a period of seven (7) years from the date of this Agreement.
6. The City accepts the facilities, easements and properties listed in Exhibits A and B "as is." The County makes no warranties either express or implied concerning such facilities and properties other than as set forth in this Agreement.

**B. King County Responsibilities**

1. On the effective date of this Agreement, or as soon as possible thereafter, King County shall convey to the City by deed the County-owned drainage easements and properties listed in Exhibit B., subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such easements and properties.
2. King County shall furnish the City with a list of any and all contracts or other agreements, rights, obligations, restrictions or dedications related to the operations, conditions, ownerships or use of the conveyed easements and properties. King County will provide the City a copy of each such contract, agreement, right, obligation or restriction to the extent known and available to King County.
3. King County hereby assigns to the City all easements on private property heretofore acquired by or dedicated to King County for drainage purposes that are

associated with the facilities, easements and properties identified in Exhibits A and B.

4. King County will provide the City, at the earliest opportunity, copies of all warranties, maps, titles, "as built," maintenance logs and records, maintenance and performance standards, and any and all other records related to the facilities, easements, and properties listed on Exhibits A and B, to the extent known and available to King County, which have not been previously provided to the City.
5. In the event legal action is brought or threatened against the City, or against both the City and the County, with regard to the facilities, easements, or properties listed in Exhibits A and B, King County agrees to provide the City access to all relevant information that is maintained by the County in connection with such facilities, easements and properties.

C. Both Parties

1. Both parties will make staff available to identify and review any additional County-owned drainage facilities, easements, and/or properties that should appropriately be conveyed to the City. Such facilities and properties include those located in areas that are annexed to the City in the future and those for which the County's facility acceptance process has not yet been completed. Additional County-owned drainage properties or facilities shall be transferred to the City pursuant to this Agreement and upon County approval. Such transfers shall be processed and executed as an amendment to this Agreement, pursuant to Agreement Section IV.
2. The records related to matters covered by this Agreement are subject to inspection, review or audit by King County or the City at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.
3. Nothing contained in this Agreement shall be construed as affecting or altering any rights or obligations, terms or conditions contained in any existing service and/or maintenance agreement(s) by and between King County and the City of Bellevue.

**IV. Effectiveness, Termination and Amendment**

- A. This Agreement shall become effective upon signature by both Parties.
- B. Notwithstanding termination of this Agreement, all facilities, easements and

properties transferred pursuant to this Agreement shall remain in the ownership of the City, unless the County consents to accept said facilities and properties in writing, as approved by the King County Council.

- C. This Agreement may be amended, altered, or clarified only by written agreement of the parties hereto, and may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and upon execution shall be incorporated herein and made a part hereof.
- D. This Agreement is a complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties which shall be attached to the original Agreement.

**V. Indemnification and Hold Harmless**

- A. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages, which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
- B. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which



the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- C. The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages, which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.
- D. Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the facilities, easements and properties identified in Exhibits A and B of this Agreement.
- E. Each party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ of \_\_\_\_\_, 200\_.

Approved as to form:

**KING COUNTY:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
King County Executive

**15150**

**Attachment A**

**CITY OF BELLEVUE:**

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Legal Counsel

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City Manager

## Residential Drainage Facilities

	Facility Name	Former King County file #	Location	On Drainage Tract?
1.	Bev Brook Estates (aka Stone Creek Park)	D91795	115TH PL SE & SE 62ND ST	N
2.	BRISTOL GLEN	D91038	13003 SE 47TH PL	N
3.	COLLINGSWOOD #2	D90655	16352 SE 48th St.	Y - Collingwood #2 Tract A
4.	COLLINGWOOD	D90100	4700 164th Ave. SE	Y - Collingwood Tract E
5.	COLLINGWOOD	D90101	SE 46th Way/164th Ave. SE	N
6.	COUGAR GLEN	D90859	17044 SE 59TH ST	N
7.	DAKOTA PARK SP 1088004	D92317	16720 SE 34th St.	N
8.	DEL MAR WOODS #5	D91019	6919 128TH AV SE	Y - Delmar Wood #5 Tr. A
9.	DENHAM PLACE	D92452	3330 168th Pl. SE	N
10.	DENSMORE	D91620	11700 SE 61ST PL	Y - Densmore Tract A
11.	DENSMORE	D91621	11620 SE 61ST PL	N
12.	EAGLES MERE 2&3	D90430	15210 SE 48TH DR	N
13.	EAGLES MERE DIV 4	D90176	15824 SE 48TH DR	N
14.	EAGLES MERE DIV 5	D90177	15309 SE 49TH PL	N
15.	EASTRIDGE AT NEWPORT	D91637	6300 114TH PL SE	N
16.	FOREST GLEN EAST	D90860	6000 FOREST DR SE	N
17.	FOREST GLEN EAST #3	D91044	6327 151ST AV SE	N
18.	FOREST GLEN EAST #3	D91045	14911 SE 64th St.	N
19.	FOREST GLEN EAST DIV 2	D90614	14915 SE 60TH ST	N
20.	FOREST HILL DIRVE	D90223	5200 COAL CRK PY SE	N
21.	HORIZON HEIGHT #3	D90740	4455 152ND PL SE	N
22.	HORIZON TERRACE	D91128	3934 167th Ave. SE	N
23.	KENSINGTON WOODS	D92025	3824 165th Pl. SE	N
24.	MORNING SIDE ESTATES	D92310	1429 W. Lake Samm. Pkwy. SE	N
25.	NEWPORT GLEN DIV 1	D90275	11602 SE 65TH ST	N
26.	NEWPORT RIDGE	D91036	6209 113TH PL SE	N
27.	NEWPORT RIDGE	D91037	6253 113TH PL SE	N
28.	NEWPORT TRACE	D90981	11814 SE 68TH PL	Y - Newport Trace Tract A
29.	NORTHRIDGE AT NEWPORT	D91731	11322 SE 60th CT	N
30.	OLYMPIC CIRCLE (SP177047, SP477054-056)	D90250	13004 SE 46th St.	N
31.	SKY MOUNTAIN	D90651	17225 SE 47th Pl.	N
32.	SKY MOUNTAIN	D90652	4642 176th Ave. SE	N
33.	SKY MOUNTAIN	D90653	4642 177th Ave. SE	N
34.	SKY MOUNTAIN DIV 2	D91249	17225 SE 47th Pl.	Y - Sky Mtn. Div. 2 Tr. B & C
35.	SP 0785027	D91402	16727 SE 35th St.	N
36.	SP1180070 TANAKA	D90988	6309 115TH CT SE	N
37.	SUMMIT #2	D91203	5449 156TH AV SE	N

38.	THE HEIGHTS #1 (LOT 1&2)	D90242	4647 153RD AV SE	N
39.	THE HEIGHTS #1 (TR A LOT 17,18)	D90243	4651 153RD AV SE	N
40.	THE HEIGHTS @2	D90487	15271 SE 46TH WY	N
41.	Vuemont Vista Div. 1	D90788	168th Ave. SE/SE 47th St.	N
42.	VUEMONT VISTA #1	D91069	17110 SE 45th St.	Y - Vuemont Vista Div. 1 Tr. C
43.	VUEMONT DIV 3	D90645	4618 177th Ave. SE	N
44.	VUEMONT VISTA DIV 2	D92033	17552 155th Ave. SE	Y - Vuemont Vista Div. 2 Tr. B
45.	WHISPERING HEIGHTS #3	D90726	4544 155TH AV SE	N
46.	WHISPERING VIEW	D90970	17000 SE 45TH ST	N

### Regional Drainage Facilities

	<i>FACILITY NAME</i>	<i>FACILITY LOCATION</i>	<i>DESCRIPTION</i>	<i>DEDICATED DRAINAGE TRACT?*</i>
1.	Lakehurst Lane Sediment Pond	112th Pl./SE 50th	Sediment pond	Y - O "Z" 30 #809
2.	Newcastle Ravine Stabilization Pipeline	5464 119th Ave. SE	Buried pipe	Y - Newport Hills Drainage
3.	Newport Way Mudslide	SE 45th St and SE Newport Way	1110 feet conveyance pipe (HDPE), buried	N
4.	Vasa Park Sediment Pond	16900 SE 38th St.	Sediment pond	N
5.	Newport Hills Gully Erosion Control	Gully 4 - 4920 127th Pl. SE/Gully 2 - 12526 SE 47th Pl./Newport Tributary - 12100 SE 46th Pl.	350 feet conveyance pipe (HDPE), 88 feet concrete pipe, buried and surface-level/450 feet conveyance pipe (HDPE), buried and surface-level/702 feet concrete pipe	N

## Bellevue Drainage Properties

Tract E, Collingwood, as recorded in Volume 113 of Plats, pages 64 and 65, records of King County, Washington. (168790-0680)

Tract A, Collingwood Division No. 2, as recorded in Volume 120 of Plats, pages 47 & 48, records of King County, Washington. (168791-0380)

Tract A, Del Mar Woods Division No. 5, as recorded in Volume 126 of Plats, pages 27 and 28, records of King County, Washington. SUBJECT TO Easement for Sewer Main with Water District No. 107, as recorded under Recording No. 8803180269. (195183-0100)

Tract A, Densmore, as recorded in Volume 144 of Plats, pages 66 through 68, records of King County, Washington. (199960-0510)

Tract D, Forty-One Point Five, as recorded in Volume 106 of Plats, pages 35 through 37, records of King County, Washington. (260780-1150)

Tract A, Newport Trace, as recorded in Volume 127 of Plats, pages 8 through 10, records of King County, Washington. (607323-0270)

Newport Hills Drainage - That portion of the NE 1/4 of the NW 1/4 of Section 21, Township 24 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning at the S.E. corner of Lot 7, Block 6, Newport Hills, according to the plat thereof recorded in Volume 59 of Plats, pages 92 and 93, records of King County, Washington; thence North 47°36'38" East a distance of 177.20 feet to the True Point of Beginning; thence North 83°28'35" East a distance of 141.67 feet; thence South 1°22'34" East a distance of 233.50 feet; thence North 87°38'23" West a distance of 113.15 feet; thence North 8°54'01" West a distance of 215.27 feet to the True Point of Beginning. TOGETHER WITH an easement for ingress and egress, and all rights granted therein under instrument dated December 4, 1958, recorded under Auditor's File No. 4974487. (212405-9060)

## Exhibit B

O "Z" #30, Parcel 809 - That part of the SE 1/4 of the NE 1/4 of Section 20, Township 24 North, Range 5 East, W.M., described as beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 94+ 43.38 on the SR 405 Line Survey of SR 405, Kennydale North, and 400 feet Southeasterly therefrom; thence South 89°49'30" East 206.14 feet to a point; thence Northeasterly to a point opposite HES B 2+ 87.80 P.T. on the B Line Survey of said Highway and 25 feet Southeasterly therefrom; thence Southwesterly and Westerly parallel with said B Line Survey to a point opposite HES B 0+ 78 thereon; thence Southwesterly parallel with said SR 405 Line Survey 108.86 feet to the point of beginning. SUBJECT to a 10 foot sewer easement as shown on Sheet 4-A of that certain plan entitled "SR 405, Kennydale North" attached hereto and by this reference made a part hereof. (202405-9109)

R/W 378 #459 (SE 63rd St.) - That portion of the SW 1/4 of Section 23, Township 24 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning at the southwest corner of a tract of land described in instrument recorded under King County Recording No. 8307060974; thence S.54°02'50" E. along the South line thereof and along the Northerly margin of SE 63rd St. as conveyed to King County by deed recorded under King County Recording No. 8304110819 a distance of 65.00 feet to the True Point of Beginning; thence continuing S.54°02'50" E. 136.33 feet; thence N.35°57'10" E. 58.33 feet; thence N.54°02'50" W. 136.33 feet; thence S.35°57'10" W. 58.33 feet to the True Point of Beginning. (232405-9311)

Tract B & C, Sky Mountain Division No. 2, as recorded in Volume 124 of Plats, pages 97 & 98, records of King County, Washington. (780546-0830)

Tract C, Vuemont Vista Division No. 1, as recorded in Volume 121 of Plats, pages 52 through 55, records of King County, Washington. (896550-1020)

Tract B, Vuemont Vista Division No. 2, as recorded in Volume 124 of Plats, pages 99 & 100, records of King County, Washington. (896551-0340)