

RESOLUTION R- 3716

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT WITH KING COUNTY FOR THE TRANSFER OF FUNDS RELATED TO THE REPAIR OF THE NORTHEAST 124TH STREET SEDIMENTATION POND.

Whereas, the sedimentation pond located at Northeast 124th Street in Kirkland was damaged by the January 1990 storm and the Federal Emergency Management Agency allocated funds to pay for repairs to the pond and the funds are available to Kirkland via King County to cover a portion of the cost of project repairs, and

Whereas, the City of Kirkland is authorized, pursuant to Chapter 39 34 RCW to enter into an Interlocal Agreement providing for the receipt of such funds, now, therefore,

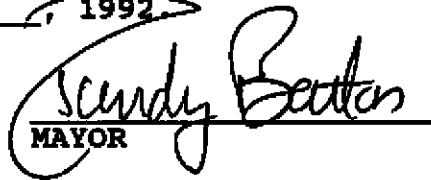
Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized to sign on behalf of the City of Kirkland that certain Interlocal Agreement between the City of Kirkland and King County, as set forth in Exhibit A to this resolution and by this reference incorporated herein.

Section 2. The City Manager's execution of the appended Interlocal Agreement is hereby ratified and confirmed

Passed by Majority vote of the Kirkland City Council in regular, open meeting this 7th day of January, 1992.

Signed in authentication thereof this 7th day of January, 1992.

  
MAYOR

Attest:

  
City Clerk  
O-R-R pond/r/jr RRMW

AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KIRKLAND  
FOR THE TRANSFER OF FUNDS RELATED TO THE REPAIR OF THE  
NORTHEAST 124TH STREET SEDIMENTATION POND

This agreement is entered into by and between the City of Kirkland, a municipal corporation of the state of Washington, hereinafter referred to as "Kirkland," and the County of King, a municipal corporation of the State of Washington, hereinafter referred to as "King County."

WHEREAS, the sedimentation pond located at Northeast 124th Street in Kirkland was damaged during the January, 1990 storm, and

WHEREAS, the Federal Emergency Management Agency (FEMA) allocated funds to pay for repairs to the pond and the funds are available to King County to cover the cost of project repairs, and

WHEREAS, Kirkland has the responsibility and the means to perform the repairs to the pond, and

WHEREAS, by agreement with FEMA, King County is able to reimburse Kirkland in the amount of \$11,022, which represents 87.5 percent of the approved Damage Survey Report (DSR) amount of \$12,596,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows

I. Purpose

The purpose of this agreement is to transfer, from King County to Kirkland, funds which were allocated by FEMA to pay for repairs to the Northeast 124th Street sedimentation pond, located in Kirkland. The pond was damaged by the January 1990 storm.

II. Responsibilities of the Parties

A. King County

1. King County's responsibility for this project is limited to inspecting the Northeast 124th Street Sedimentation Pond for damage caused in the January 1990 storm, documenting the damage on a Damage Survey Report (DSR), ascertaining that the project work undertaken by Kirkland is complete, and reimbursing Kirkland in the amount agreed to by FEMA in the DSR.

2. King County and FEMA representatives will survey the damage to the facility and estimate the cost of repairs in a DSR as required by FEMA for reimbursement of project repair expenses.
3. King County will inspect the project to confirm Kirkland's completion of the work stated in the DSR and contract which is attached to this agreement as Exhibit A and incorporated herein.
4. King County will reimburse Kirkland in the amount of \$11,022 for project expenses within thirty (30) days of inspection and receipt of documentation of project completion.

**B. Kirkland:**

1. Kirkland will arrange for repair work on the sedimentation pond, following appropriate public bidding regulations and providing oversight as necessary.
2. Kirkland will notify King County in writing of the completion of project work and will provide an accounting of costs and work completed.
3. Within thirty (30) days of the completion of the project, Kirkland will submit to King County an itemized invoice showing project expenses.
4. Kirkland will be responsible to FEMA for any follow-up activities, additional documentation or other work related to the repair of the facility.

**III. Duration of the Agreement:**

This agreement is effective immediately upon signature by both parties and remains in effect until the work specified in the agreement is completed or March 31, 1992, whichever is later.

**IV. Indemnification and Hold Harmless.**

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 officer, agents or employees in performance of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on \_\_\_\_\_ day of \_\_\_\_\_, 1991.

KING COUNTY

KIRKLAND

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

\_\_\_\_\_  
TITLE

Approved as to form

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

Attest

\_\_\_\_\_  
City Clerk