

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 269

A RESOLUTION of the City of Redmond, Washington, approving and authorizing the execution of a contract with the Municipality of Metropolitan Seattle for jointly undertaking and financing preparation of a comprehensive water pollution control and abatement plan.

WHEREAS, the laws of the United States and the State of Washington, and the regulations of federal and state regulatory agencies now severely restrict availability of grants for water pollution control purposes to any municipality in any drainage basin for which a comprehensive water pollution control and abatement plan has not been developed; and

WHEREAS, the health and welfare of the residents of the City of Redmond (herein called "City") require that the control and abatement of water pollution control problems be adequately planned for on a regional basis; and

WHEREAS, the various concerned municipalities located within the drainage basin in which the City is located can most effectively, economically and efficiently develop a comprehensive water pollution control and abatement plan for such basin by cooperating in a study jointly financed and prepared, Now, Therefore,

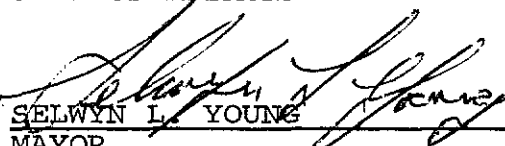
THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

Section 1. The City of Redmond shall enter into a contract with the Municipality of Metropolitan Seattle, King County, Washington, for jointly undertaking and financing preparation of a comprehensive water pollution control and abatement plan. Said contract shall be in the form attached to this resolution and incorporated herein by this reference.


Section 2. The Mayor and City Clerk are authorized and empowered to execute said contract on behalf of the City of Redmond, subject to approval as to form by the City Attorney.

PASSED by the Council of the City of Redmond, Washington at a regular meeting thereof, and APPROVED by the Mayor this 18th day of May, 1971.

CITY OF REDMOND


SELWYN L. YOUNG
MAYOR

ATTEST:


ELEANOR J. HAYDEN
CITY CLERK

APPROVED AS TO FORM:


JOHN D. LAWSON
CITY ATTORNEY

Published in the Sammamish Valley News on _____.

CONTRACT FOR JOINTLY
UNDERTAKING AND FINANCING PREPARATION OF
A COMPREHENSIVE WATER POLLUTION CONTROL AND
ABATEMENT PLAN

THIS AGREEMENT is entered into as of this 18th day of May, 1971, by and City of Redmond, a municipal corporation of the State of Washington (hereinafter called "Participant") and the Municipality of Metropolitan Seattle (hereinafter called "Metro").

WHEREAS, the laws of the United States and the State of Washington and the regulations of federal and state regulatory agencies now severely restrict the availability of grants for water pollution control purposes to any municipality in any drainage basin for which a comprehensive water pollution control and abatement plan has not been developed; and

WHEREAS, the laws of the State of Washington now fix a deadline of July 1, 1974 for the development of such comprehensive plans within the state; and

WHEREAS, the various municipalities and counties wholly or partly located within the Green River and Lake Washington drainage basins in the State of Washington (designated Water Resource Inventory Areas 8 and 9 by the State Department of Ecology) can most effectively, economically and efficiently develop a comprehensive water pollution control and abatement plan for such basins (herein called the "Plan") by cooperating in a study jointly financed and prepared; and

WHEREAS, such interlocal cooperation is authorized and provided for under the terms of RCW 39.34; and

WHEREAS, a coordinating committee has been formed, as authorized by the regulations of the State Department of Ecology, known as the River Basin Coordinating Committee (herein called "RIBCO") for the purpose of organizing and coordinating the preparation and submission of the necessary Plan for the above named basins

and for the purpose of applying for and obtaining any available grants for financing the development of such Plan thereby accomplishing substantial economies and achieving better coordination in the obtaining of such grants and in the development of the Plan; and

WHEREAS, RIBCO is comprised of single representatives of King County, Snohomish County, the Puget Sound Governmental Conference, Metro, the City of Seattle, the Cities of Bellevue and Kirkland, (representing all cities in the Lake Washington basin), Auburn and Renton, (representing all cities in the Green River basin), Cascade Sewer District (representing all water and sewer districts in the Lake Washington basin) and Lakehaven Sewer District (representing all water and sewer districts in the Green River basin); and

WHEREAS, RIBCO has met, has determined the work elements necessary to the preparation of the Plan, has determined assignments for the performance of such work elements and has established a time schedule for applying for and obtaining necessary planning grants; and

WHEREAS, it is to the advantage of all concerned Participants to obtain all available grants for funding the preparation of the Plan and to designate a single representative to make application for such grants, thereby reducing both the cost and time required; and

WHEREAS, Metro has, by reason of its extensive experience in obtaining grants for water pollution control purposes from the various federal and state agencies, developed substantial expertise in performing such functions and has established good working relationships with the personnel of the regulatory agencies dispensing and administering such grants, and it is therefore advantageous to the parties that such applications be prepared

and submitted by Metro; and

WHEREAS, RIBCO has requested Metro to serve as the agency to prepare the necessary applications for such planning grants, and the parties hereto wish to authorize and enable Metro to so represent them.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Metro shall be designated as the agent for the Participant, the Puget Sound Governmental Conference and all municipalities and counties in the Green River and Lake Washington Basins entering into agreements with Metro in the form of this agreement (which municipalities and counties, together with Metro, and the Puget Sound Governmental Conference are herein called "Participating Municipalities") to apply for and obtain any available federal or state grants for the purpose of paying part or all of the costs of development of the Plan.

Section 2. The Participant has provided or shall provide to Metro on or prior to June 1, 1971, an estimate of the direct costs (out-of-pocket) and indirect costs (an allocated share of salaries of the Participant's personnel, materials and overhead) which will be incurred by the Participant in obtaining and providing to RIBCO the information set forth in Exhibit A, attached hereto and incorporated by reference herein, to be provided as a part of the work efforts therein allocated to the Participant by name or to "each operating authority." The Participant will also provide Metro, at the same time, with an estimate of the time period or periods required to obtain and supply such information.

The Participants and Metro will cooperate in obtaining and providing to any agency to which a grant application is submitted,

all other necessary data, reports or materials, and in doing all other things necessary or useful in making the most advantageous presentation.

Section 3. Upon obtaining any grant for the purpose of preparing the Plan, such grant money shall be utilized in the following manner and priority:

A. For the support of RIBCO including necessary compensation of the consulting engineer chosen by RIBCO and all other costs incurred by RIBCO incident to preparation of the Plan including any administrative or office costs.

B. To reimburse the costs incurred by Metro in preparing grant applications including "direct" and "indirect" costs as described in Section 2 above, together with all costs incurred by Metro in advancing funds necessary to compensate the consulting engineer retained to prepare the Plan.

C. For reimbursement to all Participating Municipalities of all (or, to the extent funds are available, of a pro rata share) of their costs incurred in obtaining and providing to RIBCO the information set forth in Exhibit A to be obtained and provided by each such Municipality, including "direct" and "indirect" costs as described in Section 2 above.

Payment or reimbursement of all costs set forth in items A, B or C above shall be made only upon the approval and direction of RIBCO. RIBCO shall determine the amount of reimbursement to be paid pursuant to items B and C above based upon the actual cost to Metro and to each Participating Municipality of performing its responsibilities pursuant to this agreement.

No reimbursement shall be approved by RIBCO pursuant to item B or C above for any expenditure, the purpose and cost or estimated cost of which has not been approved by RIBCO in advance

of the incurring of such cost.

The parties hereto agree that the work of the parties and of RIBCO in accomplishing the work efforts which are their responsibilities under Exhibit A, will not proceed until sufficient grant monies are assured to pay the cost of items A and B above. All grant monies received in excess of these amounts shall be distributed under item C pro rata to the Participating Municipalities.

Section 4. Upon approval of the necessary grant or grants for the preparation of the Plan, RIBCO will select a consulting engineering firm (herein called "Engineer") of its choice for the purpose of performing the work efforts specified in Exhibit A by an "X" under "agency" which work efforts are those to be performed by RIBCO. RIBCO will supervise the work of the Engineer and will coordinate in all respects the preparation of the Plan. The engineer will contract with Metro to perform the responsibilities assigned it by RIBCO.

The parties agree that they authorize and will accept RIBCO's administration of the contract made with the Engineer, including, but without limitation, determinations and decisions as to the quality and acceptability of the services to be performed by the Engineer and as to the times and amounts of the payments to be made by Metro to the Engineer for services rendered under the provisions of the Engineer's contract with Metro.

Section 5. The Participant and Metro will cooperate with RIBCO and with the Engineer in obtaining and providing the data specified in Exhibit A as work efforts to be accomplished by Participant by name or those designated to be accomplished by "each operating authority" and applicable to the Participant. Such information will be provided in a timely manner when requested. The Participant and Metro will cooperate with each other and with

the Engineer in providing all other available and necessary raw data, reports, studies and other material or information which may be requested by the Engineer in the course of the development of the Plan and will do all other things necessary to the accomplishment of the work required to prepare the Plan.

Section 6. The Plan shall provide for the control and abatement of water pollution and the protection of water quality in the Lake Washington and Green River Drainage Basins by a logical interim and long-range plan for approximately 30 years into the future. Such plan shall be developed according to Washington Administrative Code Section 372-68-060.

Section 7. RIBCO shall hold one or more public hearings concerning the preparation and development of the Plan. Reasonable notice of such hearings shall be given to the public and to all Participating Municipalities. Following such hearings, RIBCO shall determine the contents and provisions of the Plan to be recommended.

The report of RIBCO in recommending the Plan shall, upon its completion, be available to all Participating Municipalities. Such Plan, when completed and prepared, shall be submitted by RIBCO to all appropriate state and federal regulatory agencies having jurisdiction and authority to approve such comprehensive plans, and whose regulations require the development of such comprehensive plans.

Section 8. This agreement shall become operative effective JUL 1 1971, 1971. This agreement shall remain in effect until the Plan is completed and submitted by RIBCO to the appropriate agencies pursuant to Section 7 above.

IN WITNESS WHEREOF, the undersigned parties have
executed this agreement as of the date first above written.

CITY OF REDMOND ("Participant")

By: *Selwyn L. Young*
SELWYN L. YOUNG
Mayor

ATTEST:

Eleanor J. Hayden
ELEANOR J. HAYDEN
City Clerk

MUNICIPALITY OF METROPOLITAN SEATTLE

By: _____

ATTEST:
