

3/29/78

Introduced by: Robert B. Dunn
78-188

MOTION NO. 03438

A MOTION authorizing the Executive to execute an interlocal agreement committing King County to participation in the Union Bay Milfoil Weed demonstration project.

WHEREAS, the growth of the Eurasian Milfoil Weed within King County poses a significant threat to the region's fresh water resources, and

WHEREAS, the State of Washington's Department of Ecology has offered a fifty percent matching grant under its lake restoration program to conduct a Milfoil Weed demonstration project in cooperation with King County, the City of Seattle, the University of Washington, and METRO, to identify the most effective means of controlling the growth of the Eurasian Milfoil Weed, and

WHEREAS, the results of the demonstration project will provide an adequate data base on which to determine the most environmentally safe and cost effective method in which to control the growth of the Eurasian Milfoil Weed within King County, and

WHEREAS, the adverse effects of the use of herbicides on the ecosystem of the region's fresh water resources are undetermined;

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

The County Executive is hereby authorized to execute the interlocal agreement (Attachment A) committing King County to participation in the Union Bay Eurasian Milfoil Weed

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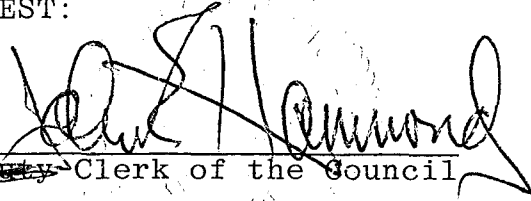
demonstration project, PROVIDED THAT said agreement only allows the use of herbicides in a laboratory tank environment.

PASSED this 3rd day of April, 1978.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Bernice Stern
Chairman

ATTEST:


~~Deputy~~ Clerk of the Council

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

KING COUNTY

THE CITY OF SEATTLE

and

THE MUNICIPALITY OF METROPOLITAN SEATTLE

King County (herein called "King County") acting under authority of _____, the City of Seattle (herein called "the City"), acting under authority of _____, and the Municipality of Metropolitan Seattle (herein called "Metro"), acting under authority of Resolution _____, do each, pursuant to Chapter 39.34 of the Revised Code of Washington, hereby agree as follows:

1. Purpose of the Agreement: The purpose of this Agreement is to implement a special research project in Union Bay of Lake Washington to obtain information on alternative methods for controlling Eurasian milfoil weed growth in lakes and other waters in the Seattle-King County metropolitan area. The work and services to be performed for the special research project (herein called "the Project") shall be as described in the "Scope of Work" attached hereto as Appendix "A". The information collected during the Project will provide a data base for future detailed environmental studies prior to implementation of any preferred control alternatives.

2. Organization and Administration: The Project shall be jointly funded and performed by Metro, the City, King County, the University of Washington and DOE as described herein. Metro shall be responsible for the overall administration and supervision of

the Project as described in the Project Contract with DOE, utilizing a DOE lake restoration grant and local funds as set forth in paragraph 4 below. Metro shall administer and supervise the Project with the assistance of a technical advisory committee (herein called "Technical Committee") composed of one staff member from an appropriate department or division of DOE, the University of Washington, King County, the City and Metro appointed by the chief executive officer of each agency and two citizen members recommended by the Washington Environmental Council. With the concurrence of the Technical Committee, the Executive Director of Metro shall appoint an additional Metro staff member (herein called "Project Director") to supervise the Project on a daily basis. The Project Director's duties shall include: liaison between Project participants and concerned agencies and citizens; preparation and distribution of such interim and final reports on the Project as may be deemed necessary by participating agencies; coordination of Technical Committee input to the Project, and administration of work by private contractors or consultants. The Technical Committee shall assist the Project Director in: coordinating Project implementation and modifications; insuring participation by agencies with jurisdiction over the conduct of research activity in Union Bay and/or related public health and safety issues; securing and analyzing available technical information and reviewing for comment such interim and final reports and recommendations as may be developed during the Project. Metro will secure all permits and approvals required for the Project.

3. Support Services: The Technical Committee shall arrange for such support personnel and services from the participating agencies as may be reasonably required for the Project and as described in Appendix A. Such support services shall be in addition to funding commitments of the participating agencies set forth in the following paragraph.

4. Funding: The Project shall be funded with the assistance of a DOE grant and of local funds from the participating agencies in the following approximate amounts:

DOE	<u>\$ 68,602.00</u>
Metro	<u>\$ 14,036.00</u>
City	<u>\$ 14,036.00</u>
King County	<u>\$ 14,036.00</u>
University of Washington	<u>\$ 26,495.00 (in kind services</u>
TOTAL:	<u><u>\$137,205.00</u></u>

Payment by the City and King County shall be made to Metro according to such schedule and in such amounts as may be determined by Metro to be necessary for implementation of the Project. It is the understanding of the parties that DOE may retain up to fifteen (15%) percent of the grant amount until the Project has been completed, consistent with the Project Contract and approved by DOE. In the event DOE fails or refuses to pay said retained amount, the City and County will each pay Metro, upon the written request of its Executive Director, one-third of the amount so retained but not paid by DOE: provided, said payments are necessary to reimburse Metro for costs actually incurred on the Project. DOE funds will be provided through the Project Contract between Metro and DOE; University of Washington in-kind services will be provided through a subconsultant agreement with Metro.

5. Duration: This Agreement shall commence as of the effective date of the Project Contract and shall terminate when the Project is completed but no later than 600 days from the effective date. In the event that the Project Contract is terminated, this Agreement shall also be terminated as of the same termination date. This Agreement may be otherwise terminated by mutual written agreement of the parties hereto. Upon any such termination, all finished

or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by any of the participating agencies under this Agreement shall, at the option of Metro, be forwarded to Metro for presentation to DOE, provided, however, that each party to this agreement shall be permitted to retain copies of its own work products and to use them for its own purposes without payment of any fee or charge of any kind to any of the participating parties.

6. Compliance with SEPA: As sponsoring agency for the Project, Metro shall carry out such consideration of the environmental, social, and economic impacts of the Project as may be required by the State Environmental Policy Act, Chapter 43.21 RCW, Metro Resolution No. 2582 and applicable guidelines and regulations of DOE.

7. Participation by Other Agencies: In the event that other government agencies determine to participate in the Project, including funding, the responsibilities and obligations of such agencies under the terms of this Agreement shall be set forth in a supplemental agreement hereto, which supplemental agreement shall be approved by the chief executive of each of the participating agencies except the County, which approval shall be by ordinance of the County Council.

8. Project Reports: Metro's Project Director shall ensure that interim reports on the Project are prepared from time to time and distributed to the parties hereto and that a final report on the Project is prepared prior to the termination date of the Project and distributed to the parties hereto.

9. Execution and Filing: This Agreement shall be executed in such numbers that each participating agency shall receive a fully executed duplicate original. The last party executing this Agreement shall deliver one copy each to the Mayor of Seattle, the King County

Executive and the Executive Director of Metro, and shall file a copy with the Secretary of the State of Washington, Office of Community Affairs. The Mayor of Seattle shall file the City's executed copy of this agreement with the City Clerk and the King County Executive shall file the County's executed copy of this Agreement with the King County Department of Records and Elections.

IN WITNESS WHEREOF, this Agreement has been executed by each of the participating agencies on the date affixed by the signatures of their respective chief executive.

KING COUNTY

By _____
County Executive

Date: _____

Pursuant to _____

ATTEST:

CITY OF SEATTLE

BY _____
Mayor

Date: _____

Pursuant to _____

ATTEST:

MUNICIPALITY OF METROPOLITAN SEATTLE

By _____
Executive Director

Date: _____

Pursuant to _____

ATTEST:
