

May 19, 1989
ST:jr

INTRODUCED BY BRUCE LAING

PROPOSED NO. 89 - 449

MOTION NO. 7602

1
2 A MOTION authorizing an interlocal
3 agreement between King County and
4 the City of Issaquah to cooperate in
5 the development and production of
6 a comprehensive watershed management
7 plan for the Issaquah Creek, North Fork
8 and East Fork of Issaquah Creek and
9 Tibbets Creek Basins.

10 WHEREAS, the King County Surface Water Management Program is developing
11 a comprehensive watershed management plan for the Issaquah Creek Basin, the
12 East Fork and the North Fork of Issaquah Creek Basins, and Tibbets Creek
13 Basin, and

14 WHEREAS, King County and Issaquah share jurisdiction in the area of the
15 basins, and

16 WHEREAS, Issaquah established a storm and surface water management
17 program in 1988, enabling the city's participation in the development and
18 implementation of comprehensive basin plans, and

19 WHEREAS, the King County Surface Water Management Program is
20 responsible for developing basin plans pursuant to K.C.C. 9.08.010, and

21 WHEREAS, the parties recognize the benefits of cooperative planning and
22 managing of the Issaquah Creek Basin Plan area, and

23 WHEREAS, pursuant to R.C.W. 39.34, the Interlocal Cooperation Act, the
24 parties are each authorized to enter into an agreement for cooperative
25 action;

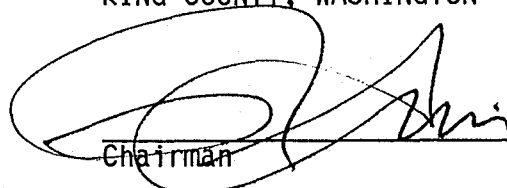
26 NOW, THEREFORE, BE IT MOVED by the Council of King County:

27 The county executive is authorized to enter into an interlocal
28 agreement in substantially the same form as attached with the City of
29 Issaquah for the development and production of a comprehensive watershed
30 management plan for Issaquah Creek Basin, the North Fork and the East Fork
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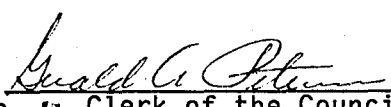
1 of Issaquah Creek Basins and Tibbets Creek Basin as part of the King County
2 Surface Water Management Program.

3 PASSED this 24th day of July, 1989.

4 KING COUNTY COUNCIL
5 KING COUNTY, WASHINGTON

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7 Chairman

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9 ATTEST:

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12 Deputy Clerk of the Council

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ISSAQUAH CREEK BASIN PLAN

INTERLOCAL AGREEMENT

1 This agreement is entered into by and between the County of King
2 hereinafter referred to as "King County," and the City of Issaquah,
3 hereinafter referred to as "Issaquah," for the purpose of preparing a
4 surface water management plan for the Issaquah Creek Basin, the North and
5 East Forks of Issaquah Creek Basins and Tibbets Creek Basin, hereinafter
6 referred to as the "Issaquah Creek Basin."

7 WHEREAS, King County and Issaquah share jurisdiction in the Issaquah
8 Creek Basin; and

9 WHEREAS, the parties recognize that within the Issaquah Creek Basin
10 there are areas of good to excellent fish habitat, unique wetlands, steep
11 slopes and extensive flood plains which, if managed and protected, will
12 contribute to high water quality, valuable biological resources and flood
13 storage in the basins; and

14 WHEREAS, the parties hereto recognize the importance and desirability
15 of resolving existing drainage, flooding and water quality problems in the
16 basins and reducing the likelihood of future problems; and

17 WHEREAS, King County has completed a reconnaissance of the four basins
18 and has identified existing and potential surface and water quality problems
19 in the basin, including areas within the City of Issaquah; and

20 WHEREAS, in 1988, Issaquah established a storm and surface water
21 management program enabling Issaquah's participation in developing and
22 implementing a comprehensive basin plan; and

23 WHEREAS, the parties recognize the need to protect the water resources
24 of Lake Sammamish and recognize the importance of maintaining water quality
25 and habitat in the surface waters entering Lake Sammamish from the Issaquah
26 Creek Basin; and

27 WHEREAS, Issaquah and King County are participating in a Goundwater
28 Management Plan under development in the basin, and

29 WHEREAS, The King County Surface Water Management Program is
30 responsible for developing basin plans pursuant to King County Code
31 9.08.010; and

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1 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the
2 parties are each authorized to enter into an agreement for cooperative
3 action,

4 NOW THEREFORE, the parties hereto agree as follows:

5 I. PURPOSE OF THE AGREEMENT:

- 6 A. The purpose of this agreement is to provide the means by which the
7 parties will jointly prepare a surface water management plan (Plan)
8 for the Issaquah Creek Basin.
- 9 B. The Plan will consider the effects of existing development and
10 future land use (utilizing either the adopted or proposed
11 comprehensive plans of the parties hereto, the Tiger Mountain State
12 Forest Plan, zoning and other land use plans and studies for the
13 area) on the hydrologic system of the entire basin regardless of
14 jurisdiction.
- 15 C. Once completed, the Plan will be presented to the legislative
16 authority of each party for consideration and possible adoption.
17 If adopted, it is expected the Plan would provide a policy
18 framework for making decisions regarding surface water capital
19 improvements, land use, zoning, drainage maintenance, drainage
20 regulations and enforcement, and other related actions in the
21 adopting jurisdiction.
- 22 D. If adopted by the legislative authorities of both parties, the
23 parties further anticipate that the Plan would establish a
24 comprehensive approach to a surface water capital improvement
25 program, maintenance of facilities, habitat enhancement, regulation
26 of new developments in the Issaquah Creek Basin, as well as a basis
27 for joint and separate funding of capital improvement projects and
28 other elements of the recommended Plan implementation program.
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1 II. PROJECT RESPONSIBILITIES AND MANAGEMENT:

- 2 A. A Study Team will be established to fulfill project respon-
3 sibilities and manage the development of the plan. The Study Team
4 will be composed of those members of the King County and Issaquah
5 staff who are designated by the Directors of the parties' Public
6 Works Departments to work on the Plan and to participate in project
7 management and development of the Plan as part of the Study Team.
- 8 B. The Study Team will oversee the development of the Plan. The Study
9 Team will review work schedules, data, reports, and conclusions
10 which are products of the work program for the Plan. The Study
11 Team will decide on and agree to the staffing requirements for the
12 adoption process for the completed Plan. Where decisions about the
13 staffing level, work program, content of the Plan, or any data,
14 document, strategy or conclusion needed for development of the
15 Plan, are required, the Study Team shall achieve consensus in
16 making those decisions. If consensus cannot be reached, the
17 Directors of the parties' Public Works Departments will review and
18 decide the issue.
- 19 C. King County will be designated lead agency on the project to
20 develop the Plan and will designate as a project coordinator one of
21 the Study Team members from King County.
- 22 D. The Plan will be developed in accordance with the Work Program,
23 (Exhibit 1) and with the Schedule (Exhibit 2). Consistent with the
24 Work Program and Schedule, the Study Team will meet regularly to
25 review products, monitor progress, and contribute information to
26 the Plan development.
- 27 E. The parties agree to share responsibility for completing SEPA
28 requirements for the basin plan. King County will assume the role
29 of lead as defined in the SEPA guidelines, WAC 197-11-050, and will
30 draft the majority of the SEPA documents with technical support
31 and review from Issaquah.
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1 F. If the plan is adopted by the legislative authorities of both
2 parties, implementation of recommendations will be accomplished by
3 a separate agreement between the parties.

4 III. COSTS AND CONTRIBUTIONS:

5 A. The parties agree to share the cost of developing and producing the
6 Plan. The cost of developing and producing the Plan (hereinafter
7 "Plan Costs") shall include, King County costs for staff, overhead,
8 services, supplies, consultants and equipment.

9 B. For purposes of determining Issaquah's contributions to the Plan
10 Costs, the parties agree that the Plan Costs shall have two
11 elements:

12 Element 1: The first element shall be all King County costs and
13 overhead for staff assigned to work on the Plan,
14 supplies, consultants and equipment excluding any and
15 all consultant contract costs related to aerial
16 photography and topographical mapping. The parties
17 agree that this portion of the Plan Costs shall not
18 exceed \$550,495.

19 Element 2: The second element shall be the consultant contract
20 costs for aerial photography and topographical mapping
21 which will be established by contract following the RFP
22 process for consultant selection set forth in King
23 County Code Chapter 4.06. The parties agree that the
24 cost of this portion of the Plan shall not exceed
25 \$219,505.

26 C. The total Plan Costs, based on the attached Work Program and
27 Schedule and this Section, shall be \$770,000. The maximum costs of
28 the two elements of the Plan Costs shall not be exceeded except
29 upon written amendment as provided for in Section V. The Cost
30 shall be divided as follows:
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1 1. The percent of the total area within each jurisdiction shall be
 2 used as the basis for determining each parties' contribution to
 3 the cost of Element 1.

- 4 - Total square miles in basin: 63.56
- 5 - Total square miles in unincorporated
- 6 King County 59.28 (93.26%)
- 7 - Total square miles in Issaquah
- 8 City Limits 4.28 (6.74%)

9 In the event of annexation of areas of unincorporated King
 10 County by Issaquah before completion of the Plan, the parties
 11 agree to adjust contributions to reflect area in the basin
 12 within each jurisdiction.

13 2. Element 2 of the Plan Cost is allocated between the
 14 jurisdictions based on the costs of photographing and mapping
 15 five square miles as requested by Issaquah and stated in the
 16 scope of work for King County's consultant Contract No. _____
 17 with David Evans and Associates.

18 3. The parties' contributions shall be as follows:

	<u>King County</u>	<u>Issaquah</u>	<u>Total</u>
19 Element 1	512,565	37,930	550,495
20 Element 2	<u>148,205</u>	<u>71,300</u>	<u>219,505</u>
21	\$660,770	\$109,230	\$770,000

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 23 D. In addition to its contribution to the Cost of the Plan Costs,
 24 Issaquah agrees to provide the staff time required for Study Team
 25 activities and other obligations such as providing information and
 26 reviewing materials for the Plan, briefings, public meetings,
 27 meeting SEPA requirements, negotiations, and other activities
 28 related to the preparation and adoption of the basin plan.

29 E. The parties shall receive the products listed in the Work Program
 30 produced during development of the Plan.

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1 F. Topographic mapping, by aerial and/or ground survey, of areas
2 within the city limits of Issaquah not covered in the King County
3 consultant contract for aerial photography will be the
4 responsibility of Issaquah along with the costs associated with
5 said mapping. Issaquah may, if so desired, arrange to have King
6 County map additional areas of the city in addition to the existing
7 identified areas to be mapped. The cost for any such mapping will
8 be in addition to the costs to Issaquah for mapping as stated in
9 Section II.C.3. of this agreement and will be set forth in another
10 agreement.

11 G. Other contributions to the production and development of the Plan
12 will be in the form of information provided by each Study Team
13 member. Issaquah will provide information, as detailed in the Work
14 Program in the form requested by Study Team, to King County staff
15 for inclusion in the Plan. If Issaquah is unable to provide the
16 information required, it may arrange with King County to provide
17 the information and shall reimburse King County for services upon
18 presentation of an itemized invoice for the services performed.
19 Said services must be agreed to by the Study Team and must be
20 within the scope of the Issaquah Creek Basin Plan Work Program, or
21 any contracts relevant to the Issaquah Creek Basin Plan awarded
22 prior to the signature and adoption of this agreement.

23 IV. SCHEDULE FOR PAYMENTS:

24 A. The parties agree that Issaquah's payments to King County for the
25 City's portion of the Plan Costs shall begin after the first year
26 of the planning process (in 1990).

27 1. The parties agree that Issaquah will pay King County annually
28 in three equal payments beginning in 1990 and continuing in
29 1991 and 1992 until the full amount of Issaquah's contribution
30 to Plan Costs has been paid.

V. EFFECTIVENESS AND DURATION:

This agreement shall be effective upon signature by all parties and endures until the tasks in Exhibit 2 have been completed or four years from effective date, whichever comes first.

VI. AMENDMENTS AND EXTENSION OR TERMINATION:

- A. This agreement may be amended only by written agreement of the parties hereto. Any proposed changes will be presented to the legislative bodies of the parties for review and approval.
- B. This agreement may be terminated by any party for any reason upon provision of sixty days written notice to the remaining parties.
- C. In the event of termination, parties are responsible for costs incurred up to the effective date of termination.

VII. 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 officers, agents, or employees in performance of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 1989.

KING COUNTY:

ISSAQUAH:

King County Executive

Mayor

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney

City Attorney

ISSAQUAH CREEK BASIN PLAN* WORK PROGRAMPHASE I: PROJECT INITIATION

A. King County will:

- Develop objectives for the basin plan.
- Conduct internal and external scoping meetings and a public informational meeting.
- Form a citizens' advisory committee (CAC).
- Develop modeling objectives and strategy.
- Form a Project Management Team.

B. Issaquah will:

- Provide staff to attend meetings of the Project Management Team.
- Review, comment on and approve basin plan objectives.
- Review, comment on and approve modeling objectives.
- Nominate representatives to the Issaquah Creek Basin Plan CAC.
- Assist in preparing for and conducting a public information/scoping meeting.

C. Products of Phase I:

- Objectives for Issaquah Creek Basin Plan.
- Technical memorandum detailing modelling objectives and strategy.

PHASE II: DATA COLLECTION

A. King County will obtain data listed below and compile it with data provided by other jurisdictions for use in Phases III and IV. Compilation of data will be completed in a timely manner.

- Streamflow and rainfall data for the basin
- Water quality data for the basin
- In-stream habitat data within the basin
- Future land use within the King County portion of the basin
- Existing land cover in the basin
- Slope data for the basin
- Soil stability information for the basin
- Location of natural and man-made conveyance systems in the King County portion of the basin
- Subcatchment boundaries
- Inventory of selected drainage facilities in the King County portion of the basin
- Types and locations of sensitive areas within the King County portion of the basin
- Ownership of public lands in the King County portion of the basin
- Road crossing rating curves in the King County portion of the basin
- Stream cross-section survey and control survey data in the basin
- Aerial photographs of floodplain areas in the basin

B. Issaquah will provide the following data to King County in a timely manner:

- Projected land use patterns in Issaquah and within Issaquah's sphere of Interest
- An inventory and map of public and quasi-public ownership lands within Issaquah
- An inventory of existing retention/detention facilities and location of same in Issaquah
- Specified road crossing locations and sizes of culverts in Issaquah
- Any existing or concurrent drainage or flooding studies of the basin that are prepared by Issaquah or its consultants
- Any relevant flow and precipitation data from the basin
- Any water quality or in-stream habitat data concerning the basin

* Encompassing the Issaquah, North Fork Issaquah, East Fork Issaquah, and Tibbetts Creek basins

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C. Products of Phase II:

- Streamflow and rainfall data for entire basin, compiled on computer disk and available on request
- Water quality data, tabulated
- In-stream habitat data sheets
- Soils/geology map of entire basin
- Basin-wide land cover maps for existing and future conditions
- Water features maps of entire basin
- Subcatchment maps of the basin
- Slope maps of the basin
- Compiled survey notes
- Aerial photographs of floodplain areas
- Public ownership maps
- Topographic maps

PHASE III: ANALYSIS OF DATA

A. King County will:

1. Use data collected in Phase II of the project to calibrate the computer model(s), and conduct analyses of present and future conditions in the basin using the collected data.
2. Prepare an "Existing and Future Land Use Problem Analysis" that includes the following reports:
 - Water quality analysis report;
 - In-stream habitat analysis report;
 - Geohydrologic analysis report;
 - Flooding and floodplain analysis report.
3. Provide analyses to the Issaquah Creek Basin Plan CAC and the Project Management Team for review and comment.

B. Issaquah, as part of the Project Management Team, will review and provide comments on the analyses to be used in developing alternatives. Review will be accomplished on a schedule approved by the Project Management Team.

C. Products of Phase III:

- Existing and Future Land Use Problem Analysis Report, including
 - In-stream Habitat Analysis Report
 - Water Quality Analysis Report
 - Geohydrologic Analysis Report
 - Floodplain Report, including topographic maps of floodplain boundaries.
- Calibrated Hydrologic Models.

PHASE IV: DEVELOP ALTERNATIVES AND RECOMMENDED SOLUTION

A. King County will:

1. Develop a range of alternative solutions for existing and future problems in the basin for review and discussion by the Project Management Team, the CAC, Issaquah (including the Issaquah River and Streams Board), and others as determined by the Project Management Team.
2. Prepare predesign engineering reports. The reports will provide general feasibility design studies of proposed CIPs. Project designs will be based on best available engineering information and design criteria as proposed in the new SWM drainage manual. Design criteria may be modified if field conditions dictate. Preliminary design will include, but not be limited to, identifying the location of the project; general configuration of the project and control structure; preliminary hydraulic design; constraints on project; cost estimates; and evaluation of environmental impacts, including impacts on floodplain and floodway boundaries.

3. Produce stream enhancement recommendations, including project designs and costs, for the Issaquah Creek Basin Plan. Potential projects within all basin jurisdictions will be considered.
 4. Prepare criteria and a process for selecting preferred alternatives. The Project Management Team and the CAC will review and reach consensus on the criteria and process.
- B. The Project Management Team will develop a prioritized list of preferred alternatives for review by the CAC.
- C. Issaquah will provide the staff time required for evaluating alternatives and selecting recommended solutions for the Issaquah Creek Basin Plan.
- D. Products of Phase IV:
- Stream Enhancement Recommendations
 - Recommended Capital Improvement Projects and priority list with cost estimates
 - Recommended CIP construction schedule
 - Pre-design reports on proposed alternative CIPs
 - Proposed land use or regulatory solutions to surface water problems

PHASE V: BASIN PLAN/EIS DOCUMENT

- A. King County will:
1. Prepare a Preliminary Draft Basin Plan/Preliminary Draft Environmental Impact Statement (PDEIS) for review and finalization by the Project Management Team.
 2. Write and print 300 copies of the Draft Issaquah Creek Basin Plan/DEIS and Technical Appendix.
 3. Distribute the Draft Basin Plan/DEIS and Technical Appendix for review and comment by agencies and jurisdictions and the general public.
 4. Staff a public meeting on the Draft Basin Plan/DEIS and Technical Appendix.
 5. Write, print and distribute 500 copies of the Final Basin Plan/EIS and Technical Appendix.
- B. Issaquah will:
1. Provide the staff time required for review and approval of the Preliminary Draft, Draft and Final Basin Plan/EIS and Technical Appendix.
 2. Where appropriate, respond to comments from other parties on the draft.
 3. Sign and approve final SEPA documents when consistency with Issaquah policies and procedures is achieved.
- C. Products of Phase V:
- Preliminary Draft Basin Plan/DEIS
 - Printed Draft and Final Basin Plan/EIS and Technical Appendices
Issaquah will receive 50 copies of each

PHASE VI: ADOPTION PROCESS

A. King County will:

1. Negotiate, develop and prepare an Interlocal Agreement between the jurisdictions implementing the recommendations of the Basin Plan. The Interlocal Agreement will define each jurisdiction's responsibilities for implementing the Basin Plan.
2. Prepare briefing materials and documents required for adoption of the Basin Plan by the King County Council, and staff the adoption process in King County.

B. Issaquah will:

1. Participate in the negotiation, development, and preparation of the implementation Interlocal Agreement.
2. Prepare briefing materials and documents required for the adoption of the Basin Plan by the Issaquah City Council, and staff the adoption process in Issaquah.