

MOTION NO. 9283

1
2 A MOTION authorizing an interlocal agreement
3 between King County and the city of Renton to
4 cooperate in the development of a plan to address
5 water quality, aquatic habitat damage, drainage,
6 flooding, and erosion and sedimentation problems in
7 the May Creek Basin in King County.

8 WHEREAS, King County and the city of Renton share jurisdiction in the
9 May Creek Basin, and

10 WHEREAS, the May Creek Basin encompasses a unique and extensive
11 natural resource system that includes streams, lakes, wetlands, steep
12 slopes, and extensive flood plains, and

13 WHEREAS, high water quality, valuable fisheries, and flood storage in
14 the basin depend upon the preservation of this natural resource system, and

15 WHEREAS, the habitat and water quality of Lake Washington depend in
16 part on the water quality of surface waters entering Lake Washington from
17 the basin, and

18 WHEREAS, King County has identified existing and potential surface
19 and water quality problems in the basin in areas within King County and the
20 city of Renton, and

21 WHEREAS, King County and the city of Renton recognize the importance
22 and desirability of resolving water quality, aquatic habitat damage,
23 drainage, flooding, and erosion and sedimentation problems in the basin to
24 save public funds and to preserve the resources of the basin, and

25 WHEREAS, the King County surface water management program is
26 responsible for developing basin plans pursuant to K.C.C. 9.08.010, and

27 WHEREAS, the parties are each authorized to enter into agreements for
28 cooperative action pursuant to R.C.W. 39.34, the Interlocal Cooperation
29 Act;

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

31 The King County executive is hereby authorized to enter into an
32 interlocal agreement in substantially in the form attached with the city of
Renton for the cooperative development of a plan to address water quality,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

aquatic habitat, drainage, flooding, and erosion and sedimentation problems in the May Creek Basin located in the city of Renton and unincorporated King County.

PASSED this 16th day of May, 1994.

Passed by a vote of 12-0. KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Petri
Clerk of the Council

Attachment(s):

A. May Creek Basin Plan Development Interlocal Agreement

MAY CREEK BASIN
PLAN DEVELOPMENT 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 Renton, hereinafter
3 referred to as "Renton," for the purpose of preparing a surface water
4 management plan for the May Creek Basin, hereinafter referred to as the
5 "Basin." King County and Renton will hereinafter be referred to as the
6 "parties."

7 WHEREAS, King County and Renton share jurisdiction in the Basin; and

8 WHEREAS, the parties recognize that the Basin has retained a
9 predominantly rural character and has an extensive natural resource system
10 that includes: streams, lakes, wetlands, and May Creek; steep slopes; and
11 extensive flood plains; and

12 WHEREAS, the natural resource system, if conserved, restored, and
13 protected, will contribute to high water quality, valuable fisheries, and
14 flood storage in the Basin; and

15 WHEREAS, the parties recognize the need to protect the water resources
16 and habitat quality of Lake Washington by maintaining the water quality of
17 surface waters entering Lake Washington from the Basin; and

18 WHEREAS, the parties hereto recognize the importance and desirability of
19 resolving existing drainage, flooding, erosion and sedimentation, and water
20 quality problems in the Basin to save public funds and resources and reducing
21 the likelihood of future problems; and

22 WHEREAS, King County has identified existing and potential surface and
23 water quality problems in the Basin in areas within King County and Renton;
24 and

25 WHEREAS, the King County Surface Water Management Program is
26 responsible for developing basin plans pursuant to King County Code 9.08.010;
27 and

28 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the
29 parties are each authorized to enter into an agreement for cooperative
30 action;

1 NOW THEREFORE, the parties hereto agree as follows:

2 I. PURPOSE OF THE AGREEMENT AND PLAN:

3 A. The purpose of this agreement is to provide the means by which the
4 parties will jointly prepare a surface water management plan for the May
5 Creek Basin (Basin Plan), and develop and propose implementation strategies
6 for the Basin for adoption by the implementing agencies.

7 B. The Basin Plan will consider the effects of existing development and
8 future land use (utilizing either the adopted or proposed comprehensive plans
9 of the parties hereto, zoning and other land use plans and studies for the
10 area) on the hydrologic system of the entire Basin regardless of
11 jurisdiction.

12 C. When completed, the Basin Plan will be presented to the legislative
13 authority of each party for consideration and adoption of implementation
14 strategies. The Basin Plan will serve as a policy framework for making
15 decisions and appropriations regarding surface water capital improvements,
16 land use, zoning, drainage maintenance, drainage regulations and enforcement,
17 and other related actions as identified in the Basin Plan.

18 D. Implementation of the Basin Plan recommendations will be
19 accomplished by a separate Implementation Interlocal Agreement (ILA) between
20 the parties. All activities related to the development of the Implementation
21 ILA conducted prior to adoption of the Implementation ILA shall be included
22 in this agreement. The Implementation ILA will be presented to the governing
23 body in each jurisdiction at the same time the Basin Plan is presented for
24 consideration and adoption. The parties agree that the adopted Basin Plan
25 will establish a comprehensive approach to a surface water capital
26 improvement program, maintenance of facilities, habitat enhancement,
27 regulation of new developments in the Basin, as well as a basis for joint and
28 separate funding of capital improvement projects and other elements of the
29 recommended Basin Plan implementation program.

30

31

32

1 II. PROJECT MANAGEMENT:

- 2 A. The Policy Committee shall be the policy-making body for the
3 development and approval of the Basin Plan. The Policy Committee
4 shall consist of the Manager of the King County Surface Water
5 Management (SWM) Division and the Administrator of the City of
6 Renton Planning, Building and Public Works Department.
- 7 B. The Manager of the King County SWM Division and the Administrator
8 of the City of Renton Planning, Building and Public Works
9 Department shall consult with each other as needed to discuss
10 policy and management issues of mutual interest and to provide
11 guidance to their agencies in order to meet the objectives and
12 responsibilities described in this agreement.
- 13 C. The King County SWM Division will function as the lead agency for
14 the Basin Plan. The King County Project Manager will manage the
15 consultant contract and will oversee a team of King County techni-
16 cal staff (May Creek Project Team), and manage the County's staff
17 support for the Citizen's Advisory Committee (CAC), Technical
18 Review Committee (TRC), and agency and tribal policy advisory
19 meetings. King County and Renton will agree to a process for
20 selecting members for the CAC and the TRC and for establishing
21 operating procedures.
- 22 D. Renton will designate a Project Manager who will oversee the team
23 of Renton technical staff composing the May Creek Design Team and
24 will manage the City's staff support for CAC meetings, and agency
25 and tribal advisory meetings.
- 26 E. The King County Project Manager will consult with the Renton
27 Project Manager before the County approves changes in tasks and
28 schedules for the consultant contract, approves work products, and
29 makes reallocations of budget within the overall approved consult-
30 ant contract budget.
- 31 F. For issues requiring additional policy guidance, the King County
32 Project Manager and the Renton Project Manager will consult with
King County's Basin Planning Program Manager and Renton's Utility

1 Systems Director. Issues which remain unresolved will be referred
2 to the Policy Committee for determination.

- 3 G. The King County SWM Division is designated the lead agency for
4 developing and preparing the Implementation ILA and will work coop-
5 eratively with Renton in developing the implementation strategy for
6 the Plan.

7
8 III. RESPONSIBILITIES OF THE PARTIES:

- 9 A. The responsibilities in this agreement relate directly to the tasks
10 and work products which must be undertaken to develop the Basin
11 Plan, as set forth in the Basin Plan Scope of Work, attached to
12 this agreement as Exhibit A and incorporated herein, and to develop
13 the Implementation ILA.
- 14 B. King County's responsibilities are as follows:
- 15 1. King County is responsible for the overall execution of the
16 Basin Plan Scope of Work and will assume lead agency status.
 - 17 2. King County will be responsible for contracting with and manag-
18 ing a consultant to perform the work set forth in the Basin
19 Plan Scope of Work. King County will observe all established
20 bidding laws and regulations.
 - 21 3. King County will provide staff time for administrative and pro-
22 grammatic tasks as set forth in the Basin Plan Scope of Work.
 - 23 4. King County will provide staff time for CAC, TRC, and agency
24 and tribal policy advisory meetings. King County will assume
25 the lead for CAC meetings, and agency and tribal involvement.
26 Meeting notes for the CAC will be taken and written by King
27 County staff.
 - 28 5. King County will serve as the lead agency for public involve-
29 ment and education events, except those events that are primar-
30 ily for Renton residents. King County will participate in
31 public involvement events led by Renton; graphic materials pre-
32 pared and used for King County events will be available to the
City for its use.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

6. King County will provide staff time to develop and prepare the Implementation ILA.

C. Renton's responsibilities are as follows:

- 1. Renton will provide staff time for CAC and TRC meetings, and attend agency or tribal meetings.
- 2. Renton will serve as the lead agency for public involvement and education events that are primarily for Renton residents. Renton will participate in public involvement events led by King County.

D. In addition to the above staff time, King County and Renton agree to provide the staff time required for review of work schedules, data, conclusions, draft and final editions of the Current and Future Conditions Report, and the draft and final editions of the May Creek Basin Plan, which are products of the work program for the Basin Plan. The parties agree to provide staff time for other obligations such as providing information and reviewing materials for the development of the Basin Plan and the Implementation ILA, briefings, public meetings, meeting SEPA requirements, negotiations, and other activities related to the preparation and adoption of the Basin Plan and the development of the Implementation ILA.

E. King County and Renton will provide staff time as required to develop the Basin Plan and the Implementation ILA in accordance with the 1992-1995 Schedule, attached to this agreement as Exhibit B and incorporated herein.

F. In addition to the reports and studies above, King County and Renton will provide any studies, data, reports, materials, and other existing information which may have relevance to the development of the Basin Plan or Implementation ILA to each other and any other agencies or consultants involved in the development of the Basin Plan or the Implementation ILA.

1 IV. COSTS AND CONTRIBUTIONS:

- 2 A. The parties agree to share the cost of contracts to develop and
3 produce the Basin Plan (hereinafter "Contract Cost").
- 4 B. The total Contract Cost shall be \$756,505, based on the
5 attached Scope of Work and the 1992-1995 Schedule, and as set forth
6 in the May Creek Basin Planning Costs Summary Sheet, attached to
7 this agreement as Exhibit C and incorporated herein.
- 8 C. The parties agree to share the contract cost as follows:
- 9 1. The percent of the total surface areas within each jurisdiction
10 shall be used as the basis for determining each parties'
11 contribution to the Contract Cost. The area for Renton shall
12 include the adjacent unincorporated areas within the urban
13 growth boundary identified by Renton and the County, attached
14 to this agreement as Exhibit D and incorporated herein.
- 15 2. The parties' contribution shall be as follows:
- | | |
|------------------|----------------|
| 16 - King County | \$ 446,338 |
| 17 - Renton | <u>310,167</u> |
| 18 Total: | \$ 756,505 |
- 19 D. The Contract Cost and the parties' contribution shall be amended as
20 provided for in Section VI. Amendment shall occur for the follow-
21 ing reasons:
- 22 1. In the event that the parties agree to amend the Contract Costs
23 for this Plan, the parties further agree to adjust contribu-
24 tions according to the formula set forth in C.1.
- 25 2. In the event that the parties agree that an environmental
26 impact statement should be prepared, the parties further agree
27 to adjust contributions to cover the Contract Cost for the
28 preparation of this new work product.
- 29 3. In the event of incorporation of a new city in the planning
30 area, the parties agree to seek the involvement of the new city
31 in determining plan outcomes, including, but not limited to,
32

1 final planning costs, implementation costs, and practices
2 recommended as a result of the planning process.
3

4 V. SCHEDULE FOR PAYMENTS:

5 A. The parties agree that Renton's payments to King County for
6 Renton's portion of the Contract Cost shall begin in 1994.

7 1. The parties agree that Renton will pay King County in two equal
8 payments for each year of the planning period, beginning in
9 the first quarter of 1994 and concluding in July 1996.

10 Therefore, payments shall be made in the first quarter of 1994,
11 July 1994, January 1995, July 1995, January 1996, and July 1996.
12 King County will send an invoice for the semi-annual payment,
13 and Renton will pay King County within 30 days of receipt of the
14 billing.

15 2. In the event that the Contract Cost and the parties' contribu-
16 tion change per Section IV.D., the parties agree to adjust the
17 remaining payments accordingly. Should the adjustment occur
18 after mid-year, the payments for that year's work may not be
19 equal to each other.
20

21 VI. DURATION, TERMINATION AND AMENDMENT:

22 A. This agreement is effective immediately upon signature by both par-
23 ties and remains in effect until the Basin Plan is completed and
24 adopted, or December 31, 1996, whichever is later.

25 B. This agreement may be terminated by either party upon sixty (60)
26 days written notice. In the event of termination, payment will be
27 made for work performed to the date of termination. Copies of all
28 work products will be forwarded to King County and to Renton.

29 C. This agreement may be amended, altered, clarified, or extended only
30 by the written agreement of the parties hereto.
31
32

1 VII. INDEMNIFICATION AND HOLD HARMLESS:

2 Both parties agree that as to all claims, actions, or causes of action
3 of whatever kind or nature including those by any person directly or
4 indirectly employed by either party made or asserted against either or
5 both parties and relating in any way to the subject matter of this
6 Agreement each will be liable to the other only to the extent of each
7 party's fault or causation and shall indemnify the other for such
8 amount. As to all such claims, actions, or causes of action which are
9 a consequence of the sole fault, negligence, or causation of a party to
10 this Agreement, such party shall have the duty to defend, save, and
11 hold the other harmless, and upon failure to do so shall pay reasonable
12 fees, costs, and expenses incurred by the other party to this agreement
13 in defense of any such third party claims for actions or in asserting
14 its rights pursuant to this paragraph.

15
16 IN WITNESS WHEREOF, the parties hereto have executed this agreement as
17 of this _____ day of _____, 1994.

18 Approved as to Form:

19 KING COUNTY

RENTON

20
21
22 _____
23 King County Executive

Earl Clymer, Mayor

24
25 _____
26 Deputy Prosecuting Attorney

27 _____
28 Renton Legal Counsel

29
30
31 ATTEST:

32 _____
Marilyn J. Petersen, City Clerk