

December 7, 1994
RAR:sm

Introduced by: Miller

Proposed No.: 94-686

MOTION NO. 9442

A MOTION authorizing the county executive to execute an interlocal agreement with Snohomish County to support a Snohomish Wetlands Monitoring Program.

WHEREAS, Snohomish County wishes to use the services of King County for several years to study the effects of water pollution on two of its wetlands and proposes to reimburse King County through an interlocal agreement and annual amendments thereto for costs incurred in this work, and

WHEREAS, this work will assist King County in completing its Puget Sound Wetlands and Stormwater Research study;

NOT, THEREFORE BE IT MOVED by the Council of King County;

A. The King County executive is hereby authorized to execute an interlocal agreement and subsequent annual amendments with Snohomish County, in substantially the form attached, for reimbursement of costs incurred by King County in performing research for Snohomish County on wetlands within its boundaries.

B. The King County executive is also authorized to enter into and execute such subcontracts as are necessary for the implementation of this project.

C. Snohomish County is hereby assured of full compliance with Title VI of the Civil Rights Act.

PASSED by a vote of 12 to 0 this 3rd day of

January, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Donald A. Peterson
Clerk of the Council

Attachments: Interlocal Agreement

**SNOHOMISH COUNTY DEPARTMENT OF PUBLIC WORKS AND KING COUNTY
DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES:****WETLAND MONITORING**

This agreement is entered into this _____ day of _____, 1994, by and between Snohomish County and King County.

The parties of this agreement hereby agree to cooperate in the collection of certain wetlands data in accordance with the terms and conditions of this agreement.

I. Purpose

The purpose of this agreement is to obtain wetlands hydrology, water quality, vegetation, soils, and zoological data to fulfill monitoring requirements of Snohomish County's North Creek and Swamp Creek projects and to contribute data to the Puget Sound Wetlands and Stormwater Management Research Program.

II. Work Program

Snohomish County and King County agree to fulfill the purpose of this agreement in 1994 according to the terms and conditions of Attachment 1, Scope of Work, to this agreement, which is attached hereto and incorporated by reference herein. Work programs for future years shall be attached hereto and incorporated by reference herein, after being signed by both parties.

III. Responsibilities**A. King County:**

King County will perform water quality, vegetation, soils, and zoological monitoring as specified in attached work programs and will provide Snohomish County with the results.

B. Snohomish County:

Snohomish County will monitor hydrologic gaging equipment as specified in attached work programs and will provide the Puget Sound Wetlands and Stormwater Management Research Program's King County office with the results. The supervisor of Surface Water Management, Snohomish County Department of Public Works, shall serve as administrator of this agreement as provided by RCW 39.34.030(4).

IV. Real and Personal Property

Each party shall separately acquire, hold, and dispose of real and personal property as necessary to satisfy the terms and conditions of this agreement.

V. Costs

Snohomish County will reimburse King County for costs incurred by King County under this agreement on the basis of the budget shown in attached work programs. Total reimbursement shall not exceed the amounts specified in the attached work programs.

King County shall submit quarterly invoices to Snohomish County that include all costs and expenses incurred during the preceding quarter. Invoices shall be submitted within 25 days after the end of each quarter, as shown in the following schedule:

<u>Work Period</u>	<u>Invoice Due</u>
January 1, 1994 - March 31, 1994	April 25, 1994
April 1, 1994 - June 30, 1994	July 25, 1994
July 1, 1994 - September 30, 1994	October 25, 1994
October 1, 1994 - December 31, 1994	January 25, 1995

Snohomish County reserves the right to discount by 10% the amount of any invoice received after the date due. King County shall certify on each invoice any past charges for work completed or expenses incurred that are yet to be invoiced. The reason for delay in billing shall be detailed with an estimate of the amount to be billed at a later date. Snohomish County reserves the right to determine whether the reason for delay in billing is reasonable and to levy the above discount rate if not reasonable.

VI. Work Plan Modifications and/or Additions

Performance of and payment for any work other than or in addition to that specified in attached work programs that might arise as a result of regulatory agency requests will be subject to negotiation between the parties. An amended work program will be executed to reflect any modifications or additions agreed to by the parties.

VII. Effectiveness and Duration

- A. This agreement shall become effective upon signature by both parties to this agreement.
- B. This agreement shall be in force until all work products listed in attached work programs have been completed or December 31, of their respective years, whichever comes first.

VIII. Continuation, Amendment, or Termination

- A. Continuation of this agreement beyond December 31, 1994, is contingent upon agreement by both parties.
- B. This agreement may be amended or altered only by written agreement between the parties.
- C. This agreement may be terminated by either party upon sixty (60) days written notice.
- D. Snohomish County and King County funds for this agreement are contingent upon apportionment and appropriation of such funds. This interlocal agreement is contingent upon procurement of that funding, anything herein to the contrary notwithstanding. In the event that either Snohomish County or King County shall lose its funding for this project, this interlocal agreement shall terminate on the last day of funding.

IX. Direction and Control

The parties agree that each party will perform the services under this agreement as an independent contractor and not as an agent, employee, or servant of the other. The parties agree that each party is not entitled to any benefits or rights enjoyed by employees of the other. Each party specifically has the right to direct and control its own activities in providing the agreed services in accordance with the specifications set out in this agreement. The other party shall only have the right to ensure performance.

X. Nonassignment

Each party shall not subcontract, assign, or delegate any of the rights, duties, or obligations covered by this agreement without the prior express written consent of the other party.

XI. Compliance with Laws

Each party shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this contract, including, but not limited to, laws against discrimination.

XII. Access to Books/Records


Snohomish County may, at reasonable times, inspect the books and records of King County relating to performance of this agreement. King County shall keep all records required by this agreement for five years after termination of this agreement for audit purposes.

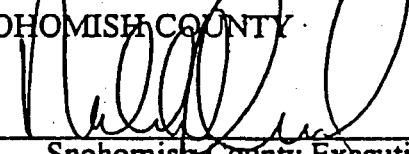
XIII. Indemnification and Hold Harmless

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 cost 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 as of the day first mentioned above.

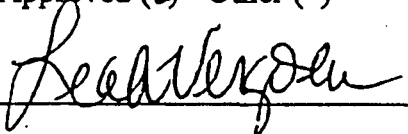
APPROVED AS TO FORM ONLY:

By 
Deputy Prosecuting
Attorney
THOMAS HERRICK ROBERTSON
Date 5-17-94

SNOHOMISH COUNTY
By 
Snohomish County Executive
Date 6-14-94

Reviewed by Risk Management

Approved () Other ()



KING COUNTY

By _____
King County Executive
Date _____

SCOPE OF WORK

Snohomish County and King County agree to the following tasks and costs for purposes of this agreement.

Tasks

1. Hydrologic and Water Quality

Snohomish County will monitor gages at the inlets of the North Creek and Swamp Creek wetlands. Snohomish County will arrange to have staff or volunteers read these gages as often as required. Snohomish County will also obtain data from existing flow recorders measuring the discharges of the two wetlands. Snohomish County will provide all data collected through these efforts to King County.

Snohomish County will also monitor the crest stage gage in each of the two wetlands. Snohomish County will arrange to have staff or volunteers read these gages as often as required and provide the data to King County.

King County will use the data to estimate water inflow and water level fluctuation in the two wetlands and will provide these estimates and an analysis of the results to Snohomish County.

King County will collect water samples from the standing water pools at each of the two wetlands on approximately 8 occasions per year, emphasizing storm runoff periods but also including dry weather flows. King County will arrange for analysis of total suspended solids, pH, dissolved oxygen, total phosphorus, soluble reactive phosphorus, nitrate and nitrite-nitrogen, ammonia-nitrogen, and fecal coliform bacteria in these samples. King County will use the analytical results, along with the hydrologic data, to estimate annual inflow rates of the respective water quality constituents.

2. Soils and Vegetation Monitoring

King County will assess plant species composition and abundance along transects in each of the two wetlands once per year during the summer season. Emergent vegetation specimens will be collected at points along transects for determination of above-ground biomass as oven dry weight. King County will provide the results and an analysis of vegetation survey results to Snohomish County.

King County will take soil cores at 3-5 points along vegetation transects in each wetland. These cores will be analyzed for color, pH, redox potential, particle size distribution, organic carbon content, nitrogen, phosphorus, and four metals (lead, zinc, copper, and cadmium).

King County will provide the findings and an analysis of the soil sampling findings to Snohomish County.

3. Monitoring of Animal Communities

King County will count birds at the North Creek and Swamp Creek wetlands during the late spring breeding season. King County will report bird species distribution and abundance data and analysis of these results to Snohomish County.

King County will count mammals and amphibians using Sherman and pit-fall live trapping techniques at the two wetlands during the fall season each year. King County

will report mammal and amphibian species distribution and abundance data and analysis of these results to Snohomish County.

King County will continuously collect emerging adult aquatic insects in three replicate emergence traps installed at each of the two wetlands. Preserved insects will be removed from the traps on a schedule that depends on the rate of emergence (ranging from monthly or more often in the summer to approximately a three-month interval in the winter). Insects will be identified, enumerated, and weighed (to determine biomass). King County will report these data and an analysis of the aquatic invertebrate findings to Snohomish County.

Costs

The work outlined will be performed by King County for a total cost to be reimbursed by Snohomish County not to exceed \$15,000.00. Reimbursement will only be made for work of good quality and accepted by Snohomish County. Reimbursement of good quality work will be made according to the following budget (given as totals for time, travel, and materials associated with work at both sites):

Hydrologic and Water Quality Monitoring	\$ 4,430.00
Soils and Vegetation Monitoring	4,317.00
Monitoring of Animal Communities	6,253.00
	Total \$15,000.00