

April 5, 1995

Introduced By: Vance

Proposed No.: 95-184

MOTION NO. **9537**

A MOTION authorizing an amendment to an interlocal agreement between the Cities of Auburn and Kent, and King County to share the costs of engineering and design work for the Mill Creek Basin Flood Control Plan.

WHEREAS, the Parties to this agreement (the Cities of Auburn and Kent, and King County) adopted the Mill Creek Interlocal Agreement on June 30, 1992, and

WHEREAS, that agreement had a one-year duration and expired on June 30, 1993, and

WHEREAS, an amendment was passed by the King County Council on August 23, 1993 to extend the duration of the Mill Creek Interlocal Agreement through the end of 1994 (Motion No. 9102), and

WHEREAS, a second amendment is proposed through the end of 1995 to support a continuation of analysis of flood control alternatives in the Mill Creek Basin, and

WHEREAS, work in 1995 will culminate in the development of a draft Mill Creek Basin Flood Control Plan, and

WHEREAS, the Parties have agreed to continue cooperative arrangements in the Mill Creek Basin until this amendment is formally adopted, and

WHEREAS, the Parties will share the costs of the work program according to the requirements outlined in the original agreement, and

WHEREAS, the County Council supports continued cooperation of future Mill Creek Interlocal Agreement initiatives consistent with the attached work program and

1 annual river improvement fund budgets for the Surface Water
2 Management Division as approved by Council;

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

5
6 The county executive is hereby authorized to enter into
7 an amendment to an interlocal agreement in substantially the
8 form attached hereto as Exhibit A with the cities of Auburn
9 and Kent to equally share the costs of engineering and design
10 work toward development of a draft Mill Creek Basin Flood
11 Control Plan and to carry out King County responsibilities
12 specified in the attached amendment and agreement. The
13 county executive is also authorized to sign future amendments
14 consistent with the work program attached as Exhibit D and
15 annual approved river improvement fund budget appropriations.

16 PASSED by a vote of 13 to 0 this 17th day
17 of April, 1995.

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20 KING COUNTY COUNCIL
21 KING COUNTY, WASHINGTON
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26 Kent Pullen
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28 Chair
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30
31 ATTEST:
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34 Gerald A. Peterson
35
36 Clerk of the Council
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39 Attachments:

- 40 A. Proposed 1995 Amendment to Mill Creek Interlocal
41 Agreement
42 B. 1993 Amendment to Mill Creek Interlocal Agreement
43 C. 1992 Mill Creek Interlocal Agreement
44 D. Work Program, 1995-1997, Mill Creek Interlocal
45 Agreement
46



Green River Basin Program

9537

Interlocal Agreement

Mill Creek Basin Program

THIS AGREEMENT is entered into by and among the following PARTIES: the CITY OF AUBURN, a municipal corporation in the State of Washington (hereinafter referred to as "AUBURN"), the CITY OF KENT, a municipal corporation of the State of Washington (hereinafter referred to as "KENT") and the COUNTY OF KING (hereinafter referred to as "KING COUNTY").

WHEREAS, the PARTIES hereto share jurisdiction over portions of the twenty-two square mile Mill Creek Basin; and

WHEREAS, solutions to both drainage and flooding problems as well as enhancement of resource potentials in the basin cannot be fully controlled or implemented by measures taken solely within the boundaries of any one of the PARTIES; and

WHEREAS, the Mill Creek Basin and the Green River are hydrologically connected in that water flowing from the Mill Creek Basin into the Green River raises water levels downstream and the Mill Creek Basin experiences significant back-water flooding from the Green River; and

WHEREAS, since 1987, all the PARTIES have shared equally in the costs of Mill Creek Studies conducted as part of the Green River Basin Program; and

WHEREAS, the PARTIES, under the auspices of the Green River Basin Program, have conducted preliminary design studies of needed outlet facilities for the lower Mill Creek Basin and have completed environmental studies on fisheries, water quality, and wetlands; and

WHEREAS, KING COUNTY, under a State Centennial Grant and in cooperation with AUBURN and KENT, is developing a Mill Creek Basin Water Quality Plan which will provide design guidelines for Mill Creek Basin flood control facilities to effect improvements in the Basin's water quality; and

WHEREAS, the Corps of Engineers' Special Area Management Plan, sponsored by the PARTIES and intended to provide a wetlands management plan for the Mill Creek Basin, needs to be integrated into the design decisions that will be a part of the Mill Creek Basin Flood Control Plan; and

WHEREAS, the stormwater management plans and facilities of AUBURN, KENT, and KING COUNTY which are tributary to flood control facilities needed in the lower Mill Creek Basin should be integrated into the Mill Creek Basin Flood Control Plan; and

WHEREAS, the activation of the Green River Flood Control Zone District in 1990 did not make provisions for funding planning, design and implementation of the Mill Creek Basin Flood Control Plan; and

WHEREAS, the Green River Basin Executive Committee has recommended continued sharing of costs for planning, design and implementation of the Mill Creek Basin Flood Control Plan through an agreement among AUBURN, KENT, and KING COUNTY.

THEREFORE, the PARTIES agree to the following:

1. PRINCIPALS AND OBJECTIVES

- 1.1 The PARTIES agree that there is a significant flooding problem in the Mill Creek Basin caused by hillside runoff and water backing up into the basin from high flows in the Green River and that there is a need for a Mill Creek Basin Flood Control Plan.
- 1.2 The PARTIES agree to utilize the studies of the Mill Creek Basin that were conducted under the Green River Basin Program in the development of the Mill Creek Basin Flood Control Plan.
- 1.3 The PARTIES agree that the Mill Creek Basin Flood Control Plan will include environmental elements in the planning process to preserve, protect and enhance water quality, wetlands, fisheries habitat and usage, and wildlife habitat and usage.
- 1.4 The PARTIES agree that the objective of this agreement is to complete the engineering and design plans for a comprehensive flood control system for the lower Mill Creek Basin and to implement this system.

2. Work Program, Budget and Schedule

- 2.1 The PARTIES approve the 1991-1992 work program and schedule for the Mill Creek Basin Flood Control Plan design phase as outlined in Attachment A.

- 2.2 By September 1 annually, the PARTIES will review and approve a Mill Creek Basin Flood Control Plan work program, budget and schedule for the subsequent year's activities.
- 2.3 The PARTIES will review and approve the work conducted on the Mill Creek Basin Flood Control Plan during the current year at the end of each quarter.

3. Implementation Funding

- 3.1 The PARTIES agree to investigate long term funding options to implement recommended and approved Mill Creek Basin projects. Options may include but are not limited to: creation of a Mill Creek Flood Control Zone District, establishment of a subzone or equivalent special purpose district within the Green River Flood Control Zone District, and other feasible funding alternatives.
- 3.2 The PARTIES agree to investigate opportunities to secure federal funds to implement recommended and approved Mill Creek Basin projects through coordination and local sponsor agreements with the Soil Conservation Service on the Westside Green River Watershed Project and participation as local sponsor for flood control work undertaken by the U.S. Army Corps of Engineers under their Section 205 Small Projects Authority.

4. Coordination

- 4.1 The PARTIES agree to submit all work products produced in conjunction with the Mill Creek Basin Flood Control Plan for review by the Green River Basin Technical Committee and the Green River Basin Executive Committee.
- 4.2 The PARTIES agree to jointly participate with the Corps of Engineers in the Mill Creek Special Area Management Plan to ensure its compatibility with the Mill Creek Basin Flood Control Plan.
- 4.3 The PARTIES agree to coordinate planning and design of the Mill Creek Basin Flood Control Plan with the Mill Creek Water Quality Plan being developed by King County.

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5. Administration

KING COUNTY shall be the responsible entity for administering this agreement including administration of consultant contracts; preparation of work plans, schedules and budgets; and coordination of billing and reimbursement for work performed.

6. Cost Sharing

- 6.1 The PARTIES agree to equally share (33% each) the costs required for the completion of annual work programs, pursuant to Section 1 above, which will cover planning, design and final engineering plans and specifications for flood control improvements for the Mill Creek Basin.
- 6.2 Each party agrees to annually present to its legislative body a request for funding equivalent to its respective share of the work program and budget as approved pursuant to Section 1 herein no later than November 1, annually.
- 6.3 No element of the approved annual work program and budget which involves cost sharing by the PARTIES, shall be initiated until all participating parties have secured funding for their respective shares or until the work program and budget have been revised and approved pursuant to the conditions established in Section 1 herein.
- 6.4 Any funds collected from any of the PARTIES in a given year but not expended during that year, will be credited to the party's (parties') account(s) for the subsequent year.

7. Termination or Amendment:

This agreement may be amended or terminated only by the expressed agreement of all parties pursuant to legislative action by each signatory to this agreement.

8. Duration:

The duration of this agreement shall be one year from the effective date provided that the annual work program and budget will be approved in accordance with Sections 2 and 6 herein.

9. Effectiveness:

This agreement shall be filed and submitted for approval by the requisite authorities and upon the last such filing or approval, the agreement shall come into and be of full force and effect.

10. Hold Harmless:

Nothing in this agreement is intended to create any legal duty toward any person not a party of this agreement. None of the obligations in this agreement or any breach of the obligations shall give rise to legal action or a claim for damages by any person not a party to this agreement.

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KING COUNTY

The signing of this agreement was authorized by the governing body of KING COUNTY adopted at a meeting on June 1, 1992.

ATTEST

By: [Signature]
Director of Admin
Date: 6-30-92

By: [Signature]
Title: County Executive
Date: 6-30-92

Approved as to form:
[Signature]

AUBURN Res 2299

The signing of this agreement was authorized by the governing body of the CITY OF AUBURN adopted at a meeting on March 16, 1992.

ATTEST

By: [Signature]
Date: 6-22-92

By: [Signature]
Title: Mayor
Date: 6-22-92

[Signature]
CITY ATTORNEY

KENT

The signing of this agreement was authorized by the governing body of the CITY OF KENT adopted at a meeting on April 21, 1992.

ATTEST

By: [Signature]
Date: 6-22-92

By: [Signature]
Title: Mayor
Date: 6-22-92

**AMENDMENT TO THE MILL CREEK INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITIES OF AUBURN AND KENT
EXTENDING THE DURATION OF THE INTERLOCAL AGREEMENT
ONE YEAR FROM THE DATE OF ADOPTION**

This amendment extends the duration of the Mill Creek Interlocal Agreement, originally adopted on June 30, 1992 by King County and the Cities of Auburn and Kent (hereinafter referred to as the PARTIES), by one year. The work program and budget associated with the additional work are set forth in Attachment A hereto. All changes to the existing agreement are contained in this amendment; elements of the original agreement which are not addressed in this amendment remain as stated in the original document.

WHEREAS, on June 30, 1992 the PARTIES adopted the Mill Creek Interlocal Agreement and identified development of a Mill Creek Flood Control Plan as a primary objective of that agreement; and

WHEREAS, the PARTIES agreed to a one-year duration for the 1992 Mill Creek Interlocal Agreement to cover the first phase of work in the overall Mill Creek work program; and

WHEREAS, that one-year Mill Creek work program resulted in completion in 1993 of Phase I of the Flood Control Plan, which is a hydrologic and hydraulic modeling analysis and an outlet benefits study; and

WHEREAS, the PARTIES agreed in 1993 to an 18-month extension of the Mill Creek Interlocal Agreement through December 31, 1994 in order to start Phase II of the Flood Control Plan, which is a Feasibility Analysis of flood control alternatives; and

WHEREAS, Phase II is anticipated to be completed by middle of 1995; and

WHEREAS, any subsequent work toward completion of a Mill Creek Flood Control Plan cannot be initiated without an extension of the interlocal agreement or negotiation of a new interlocal agreement to outline a scope of work and cost-share arrangements; and

WHEREAS, the PARTIES have agreed that it is now pertinent to examine the work program for the Mill Creek Flood Control Plan and to initiate the next phase of work toward development of that plan; and

WHEREAS, Phase III of the Mill Creek Flood Control Plan is proposed to use the results of Phase II, the Feasibility Analysis, in order to conduct project design, environmental review, and to start the permit process for a Mill Creek flood control project; and

WHEREAS, major work products, including a Draft Mill Creek Flood Control Plan, and other interim work products will be brought to the Green River Basin Technical Committee for its review during the term of this interlocal agreement extension:

NOW, THEREFORE, the PARTIES mutually agree to the following amendments to the interlocal agreement:

Work Program, Budget, and Schedule

The PARTIES approve the work program, budget, and schedule attached as Attachment A hereto and agree to secure adequate funding for all necessary Phase III Mill Creek work as part of their jurisdiction's annual budget process.

Termination or Amendment

This agreement may be amended, altered, clarified or extended only by the expressed agreement of all parties to the agreement pursuant to notification of each parties' legislative or executive branch as required by each signatory to this agreement.

Amendments to this agreement will address work programs, schedules, and budgeting and will be attached to and incorporated herein as necessary. The next amendment to the Interlocal Agreement is anticipated to be negotiated in late 1995 for continuation of work into 1996 and beyond. All amendments will be reviewed by the Green River Basin Technical Committee prior to the expiration of the existing agreement.

Termination

This agreement may be terminated by any of the PARTIES upon ninety days written notice. In the event of termination, the PARTIES are each responsible for their one-third share of all costs incurred up to the effective date of termination.

Duration

The duration of this agreement shall be one year from the amended date of adoption, to expire no later than December 31, 1995. This duration is effective provided that the annual work programs and budgets are approved in accordance with Sections 2 and 6 of the original agreement.

Effectiveness

This agreement shall become effective upon signature by all PARTIES to the agreement.

Approved As To Form:

9537

King County Prosecuting Attorney

Date:

King County Executive

Attest By:

City Attorney, City of Auburn

Date:

Mayor, City of Auburn

Attest By:

City Attorney, City of Kent

Date:

Mayor, City of Kent

Attest By:

TB:rs
10-94.MI4

"ATTACHMENT A"

MILL CREEK BASIN INTERLOCAL AGREEMENT EXTENSION (JAN 1, 1995-DEC 31, 1995)

**BUDGET AND WORK PROGRAM, for:
 PHASE II COMPLETION AND INITIATION OF PHASE III of the
 MILL CREEK BASIN FLOOD CONTROL PLAN:**

BUDGET ITEM	
Staff Salaries and Benefits	78,141
Supervisory and Support Services	41,773
Consulting Services (a)	197,000
Supplies/miscellaneous	5,353
1995 TOTAL:	\$ 322,267
One third of 1995 TOTAL (b):	\$ 107,422

NOTES:

- (a) Estimated 1995 consulting costs are detailed below.
- (b) Mill Creek costs will be shared equally by King County and the Cities of Auburn and Kent (\$107,422 apiece).

WORK PROGRAM TASK DESCRIPTION	WORK PRODUCTS	ESTIMATED COST
CONSULTING SERVICES:		
Complete Phase II: - Feasibility Analysis	- Draft Flood Control Plan - Selected Preferred Flood Control Project	No new costs
Initiate Phase III: - Design Flood Control Project - Environmental Review - Assist in Permit Applications - Finalize Draft Flood Control Plan	- Project Plans and Specifications - Prepared Environmental Document(s) - Permits in process - Final Mill Creek Flood Control Plan	100,000 70,000 10,000 17,000
	TOTAL 1995 CONSULTING COSTS:	\$197,000
KING COUNTY STAFF: Salaries and Benefits	- Manage Contracts for Phase II and III - Participate in Mill Creek SAMP - Respond to requests	
	TOTAL 1995 STAFF COSTS:	\$78,141

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AMENDMENT TO THE MILL CREEK INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITIES OF AUBURN AND KENT
EXTENDING THE DURATION OF THE INTERLOCAL AGREEMENT
18 MONTHS FROM THE DATE OF ADOPTION

This amendment extends the duration of the Mill Creek Interlocal Agreement, adopted on June 30, 1992 by King County and the Cities of Auburn and Kent (hereinafter referred to as the PARTIES), by 18 months. The work program and budget associated with the additional work are set forth in Attachment A hereto. All changes to the existing agreement are contained in this amendment; elements of the original agreement which are not addressed in this amendment remain as stated in the original document.

WHEREAS, on June 30, 1992 the PARTIES adopted the Mill Creek Interlocal Agreement and identified development of a Mill Creek Basin Flood Control Plan as a primary objective of that agreement; and

WHEREAS, the PARTIES agreed to a one-year duration for the 1992 Mill Creek Interlocal Agreement to cover the first phase of work in the overall Mill Creek work program; and

WHEREAS, that one year Mill Creek work program included completion of a hydrologic and hydraulic modeling contract and development of an outlet benefits study during 1993; and

WHEREAS, any subsequent work toward completion of a Mill Creek Basin Flood Control Plan cannot be initiated without an extension of the 1992 interlocal agreement or negotiation of a new interlocal agreement to outline a scope of work and cost-share arrangements; and

WHEREAS, the PARTIES have agreed that it is now pertinent to examine the comprehensive work program for the Mill Creek Basin Flood Control Plan and to initiate the next phase of work toward development of that plan; and

WHEREAS, Phase II of the Mill Creek Interlocal Agreement (outlined in Attachment A hereto) is proposed to use the results of Phase I contract work to undertake a feasibility analysis of Mill Creek flood control alternatives; and

WHEREAS, the completion of Phase II tasks associated with the amendment will produce a draft Mill Creek Basin Flood Control Plan focusing on a preferred flood control alternative; and

WHEREAS, an administrative draft Mill Creek Basin Flood Control Plan, as well as other interim work products, will be brought to the Green River Basin Technical Committee for its review during the term of this interlocal agreement extension:

NOW, THEREFORE, the PARTIES mutually agree to the following amendments to the interlocal agreement:

Work Program, Budget, and Schedule

2.3.4 The PARTIES approve the work program, budget, and schedule attached as Attachment A hereto and agree to secure adequate funding for all necessary Phase II Mill Creek work as part of their jurisdiction's annual budget process.

If any of the parties are unable to financially support their one-third share of the work program, the schedule for development of work products will be delayed, resulting in a delay of final production of the Mill Creek Basin Flood Control Plan.

Termination or Amendment

This agreement may be amended, altered, clarified, or extended only by the expressed written agreement of all parties to the agreement pursuant to notification of each parties' legislative or executive branch as required by each signatory to this agreement.

Amendments to this agreement will address work programs, schedules, and budgeting and will be attached to and incorporated herein as necessary. The next amendment to the Interlocal Agreement is anticipated to be negotiated in late 1994 for continuation of work into 1995 and beyond. That amendment will define the work program and budget preparation of a final Mill Creek Basin Flood Control Plan and will be attached hereto. All amendments will be reviewed by the Green River Basin Technical Committee prior to the expiration of the existing agreement.

Termination

This agreement may be terminated by any of the parties upon ninety days written notice. In the event of termination, the parties are each responsible for their one-third share of all costs incurred up to the effective date of termination.

Duration

The duration of this agreement shall be 18 months from the 1993 date of execution, to expire no later than December 31, 1994. This duration is effective provided that the annual work programs and budgets are approved in accordance with Sections 2 and 6 of the original agreement.

Effectiveness

This agreement shall become effective upon signature by all PARTIES to the agreement.

Approved As To Form:

Kevin Raymond
King County Prosecuting Attorney

Date: 9-27-93

Stephen M. Huff
City Attorney, City of Auburn

Date: 9-13-93

[Signature]
City Attorney, City of Kent

Date: 9/15/93

SL:rs
J5-93W:MI1

[Signature] for
King County Executive

Attest By:
[Signature] FOR
George Northcraft, Director
Executive Administration

[Signature]
Mayor, City of Auburn

Attest By:
[Signature]

[Signature]
Mayor, City of Kent

Attest By:
[Signature]
City Clerk

MILL CREEK BASIN INTERLOCAL AGREEMENT EXTENSION (7/
MILL CREEK BASIN FLOOD CONTROL PLAN:
WORK PROGRAM AND BUDGET FOR PHASE I COMPLETION AND

TASK
NO. TASK DESCRIPTION WORK PROD

PHASE I

- 1-4 Consultant contract: Hydrologic and Hydraulic (H+H) modeling. - Completed
- Outlet be
- 1-4 Staff work, administrative costs; manage Phase I contract; develop Scope of Work for Phase II; select Phase II consultant; supplies and services. - Completed
- Signed Ph

PHASE II

- 5-7 Consultant contract:
- 5 Develop and analyze Flood Control Alternatives using H+H models from Phase I; - Preliminary
Control A
- 6 Consider environmental elements of Flood Control Alternatives; - Flood Control
- 7 Evaluate Flood Control Alternatives and select Preferred Alternative. - Draft Mill
Control F
- 5-7 Staff work, administrative costs; manage Phase II contract; supplies and services. - Feasibility
not inclu
- A function

SUMMARY TOTALS

GRAND TOTAL, 1993-94 (18 MONTHS)

*: Approximately \$20,000 for consulting services re local Agreement budget. It is included in this amount authority to spend the already-appropriated \$20,000

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Mill Creek Interlocal Agreement

June 30, 1992



Green River Basin Program

"ATTACHMENT D"

MILL CREEK BASIN INTERLOCAL AGREEMENT EXTENSION: 1995 THROUGH 1997

ESTIMATED DATE TO COMPLETE	WORK PROGRAM TASK DESCRIPTION	WORK PRODUCTS	ESTIMATED COST
1995	CONSULTING SERVICES: Complete Phase II: - Feasibility Analysis	- Draft Flood Control Plan - Selected Preferred Flood Control Project	\$150,000
1996	Initiate Phase III: - Intermediate Design Flood Control Project - Environmental Review	- Intermediate Plans and Specifications - Completed Environmental Documents	\$197,000
1997	Complete Phase III: - Assist in Permit Applications - Finalize Draft Flood Control Plan - Develop Financing Approaches - Final Design of Flood Control Project	- Permits in process - Final Mill Creek Basin Flood Control Plan - Draft Financing Agreements - Final Plans and Specifications	\$197,000
KING COUNTY STAFF:			
1995-1997	Project Administration	- Manage Contracts for Phases II and III - Participate in Mill Creek SAMP - Respond to Requests	Approx. \$120,000/yr