

MOTION NO. **9637**

1
2 A MOTION authorizing an interlocal agreement between
3 King County and the Washington State Parks and
4 Recreation Commission, for the purpose of cooperatively
5 completing stream habitat enhancements to Laughing
6 Jacobs Creek and constructing a flood control berm
7 within the Hans Jensen State Park.

8 WHEREAS, the King County council has adopted the East Lake Sammamish Basin
9 Plan and Non-Point Action Plan, King County Ordinance #11111, on November 8, 1993,
10 and

11 WHEREAS, King County (King County) and the Washington State Parks and
12 Recreation Commission (Parks), collectively referred to as the "parties," wish to work
13 cooperatively to implement the policies of the East Lake Sammamish Basin Plan, and

14 WHEREAS, Laughing Jacobs Creek is located in the East Lake Sammamish Basin
15 in Hans Jensen State Park, and

16 WHEREAS, Laughing Jacobs Creek is a Class 2 stream with salmonids that has
17 experienced periodic flooding causing destruction of salmonid habitat and traffic hazards
18 on East Lake Sammamish Parkway, and

19 WHEREAS, both parties wish to enhance the in-stream habitat and reduce flooding
20 of park property and the East Lake Sammamish Parkway, for the benefit of the fishery
21 resource, the public, and the mutual benefit of the parties, and

22 WHEREAS, the project is consistent with the goals and objectives of the East Lake
23 Sammamish Basin Plan, and

24 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties
25 are each authorized to enter into an agreement for cooperative action;
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NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is hereby authorized to enter into an interlocal agreement in substantially the same form as attached hereto as Exhibit A with the Washington State Parks and Recreation Commission to restore and enhance the stream habitat of Laughing Jacobs Creek and to construct a berm to control flooding of East Lake Sammamish Parkway.

PASSED by a vote of 13 to 0 this 7th day of August, 19 95.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

Attachment:

- A. Laughing Jacobs Creek Habitat Enhancement and Flood Control Project Interlocal Agreement

**Laughing Jacobs Creek Habitat Enhancement and
Flood Control Project Agreement**

1 This agreement is made and entered into by King County, Washington, hereinafter
2 referred to as "King County," and the Washington State Parks and Recreation
3 Commission, hereinafter referred to as "Parks," collectively referred to as the "Parties",
4 for the purpose of cooperatively completing enhancements to the in-stream and riparian
5 habitat of Laughing Jacobs Creek and evaluating the need for, and potentially
6 constructing, an earthen flood control berm within the Hans Jensen State Park.

7 WHEREAS, Laughing Jacobs Creek is a Class 2 stream with salmonids that has
8 experienced periodic flooding causing destruction of salmonid habitat and traffic hazards
9 on East Lake Sammamish Parkway, and

10 WHEREAS, enhancing the in-stream habitat by placing large organic debris (logs
11 and root wads of trees) and boulders will trap sediments that might otherwise be
12 deposited in slower moving portions of the stream and lead to greater flooding frequency
13 and severity, and

14 WHEREAS, enhancing the in-stream habitat will also benefit salmonids by
15 providing a diversity of stream flows (i.e., pools, riffles, and runs), creating refuge
16 areas, and increasing the availability of food (i.e., insects), and

17 WHEREAS, enhancing the riparian habitat by planting native vegetation will
18 reduce stream bank erosion and will benefit salmonids by shading the stream, and

19 WHEREAS, the habitat enhancement of the stream will also provide an aesthetic
20 benefit to visitors of Hans Jensen State Park, and

21 WHEREAS, a study of the feasibility of constructing an earthen flood control berm
22 to reduce the likelihood of flooding of park property and the East Lake Sammamish
23 Parkway should be undertaken, and

24 WHEREAS, an earthen flood control berm should be built if the feasibility study
25 indicates that it would be beneficial, and

26 WHEREAS, the Parties desire to cooperate to design and construct the Laughing
27 Jacobs Creek Habitat Enhancement and Flood Control Project ("project") for the benefit
28 of the fishery resource, the public, and the mutual benefit of the Parties, and

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

1 NOW THEREFORE, King County and Parks mutually agree as follows:

2 I. Purpose

3 The purpose of this agreement is to enable King County and Parks to effectively
4 cooperate in a project to enhance the in-stream and riparian habitat of Laughing
5 Jacobs Creek and evaluate the need for, and potentially construct, an earthen flood
6 control berm to reduce the likelihood of flooding of park property and the East
7 Lake Sammamish Parkway for the mutual benefit of the Parties. The project will
8 occur within the Hans Jensen State Park, located adjacent to the Lake Sammamish
9 State Park on the east side of East Lake Sammamish Parkway.

10 II. Project Management

- 11 A. The project shall be managed by a project management team composed of the
12 Lake Sammamish State Park Manager for Parks and by a Senior Engineer
13 from the Surface Water Management Division for King County.
- 14 B. All decisions made by the project management team shall be by consensus.
- 15 C. In the event that a dispute arises under this agreement, it shall be resolved by
16 the Manager of the Northwest Region for Parks, or his supervisor, and the
17 Manager of the Surface Water Management Division for King County, or his
18 supervisor.

19 III. Responsibilities

20 The Parties agree to the following responsibilities:

21 A. Parks shall:

- 22 1. Provide to King County all necessary access to Parks property and all
23 necessary temporary construction easements required to complete the
24 project.
- 25 2. Accept responsibility for and maintain the project subsequent to King
26 County's completion of construction monitoring and maintenance in a
27 manner consistent with the guidelines provided under Section III.B.9. of
28 this agreement.

29 B. King County shall:

- 30 1. Design and implement the in-stream habitat enhancement using large
31 organic debris and boulders.

- 1 2. Design and implement the riparian habitat enhancement using native
2 vegetation.
- 3 3. Complete a feasibility analysis for an earthen flood control berm and, if
4 indicated by analysis, design and construct the flood control berm.
- 5 4. Perform all required environmental review.
- 6 5. Obtain all required permits.
- 7 6. Repair any damage to Parks property caused by construction activities
8 (e.g., fill in vehicle tracks left in grassy areas in the park).
- 9 7. Design and install up to five interpretive signs in the park that describe
10 the habitat enhancement work and existing natural features.
- 11 8. Monitor and maintain the project for a period of time specified by
12 construction permits (usually three to five years after completion).
- 13 9. Provide to Parks written information about inspection and maintenance
14 practices for use as guidelines in maintaining the project.

15 IV. Costs

16 The Parties agree to share the costs of this project as follows:

17 A. Parks shall:

- 18 1. Pay for all costs it incurs to provide to King County all necessary access
19 to Parks property and all necessary temporary construction easements
20 required to complete the project.
- 21 2. Pay for all costs it incurs to provide maintenance subsequent to King
22 County's completion of monitoring and maintenance.

23 B. King County shall:

- 24 1. Pay for all costs for the design and implementation of the project
25 including but not limited to the following costs:
 - 26 a. survey;
 - 27 b. engineering design;
 - 28 c. materials, including large organic debris, boulders, native
29 vegetation, and any required fill dirt;
 - 30 d. construction equipment;
 - 31 e. repair of damages to Parks property caused by construction
32 activities;

- 1 f. design and installation of interpretive signs;
 2 g. monitoring and maintenance for a period of time specified by
 3 construction permits.

4 2. The amount paid by King County shall not exceed \$245,000.

- 5 C. Nothing herein shall be construed as obligating Parks or King County to
 6 expend money in excess of appropriations authorized by law and
 7 administratively allocated for this work.

8 **V. Duration, Termination, and Amendment**

9 The Parties agree to the following:

- 10 A. This agreement is effective upon signature by both Parties and remains in
 11 effect until the project is complete or December 31, 2003, whichever is
 12 earlier.
 13 B. This agreement may be terminated by either Party upon 30 days written
 14 notice. In the event of termination, payment will be made by the terminating
 15 Party for work performed to the date of termination in the proportion agreed
 16 to by the Parties.
 17 C. This agreement may be amended, altered, clarified, or extended only by the
 18 written agreement of the Parties hereto. An equitable adjustment in cost or
 19 period of performance or both may be made if required by the change.
 20 D. This agreement is not assignable by either Party, either in whole or in part.

21 **VI. Indemnification and Hold Harmless**

22 The Parties agree to the following:

23 Each Party shall protect, defend, indemnify, and save harmless the other Party, its
 24 officers, officials, employees, and agents while acting within the scope of its
 25 employment as such, from any and all costs, claims, judgements, and/or awards of
 26 damages, arising out of or in any way resulting from either Party's own negligent
 27 acts or omissions. Each Party agrees that its obligations under this subparagraph
 28 extend to any claim, demand, and/or cause of action brought by or on behalf of
 29 any employees, or agents. For this purpose, each Party, by mutual negotiation,
 30 hereby waives, with respect to the other Party only, any immunity that would
 31 otherwise be available against such claims under the Industrial Insurance provisions
 32 of Title 51 RCW. In the event that either Party incurs any judgement, award,

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and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability.

IN WITNESS WHEREOF, the Parties hereto have executed this amendment on the _____ day of _____, 19_____.

Approved as to Form

KING COUNTY:

By: _____
Title: Deputy Prosecuting Attorney

By: _____
Title: King County Executive

WASHINGTON STATE PARKS AND RECREATION COMMISSION:

By: _____
Title: _____

Title: _____