

October 15, 1996

Introduced By: Brian Derdowski

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Proposed No.: 96-621

MOTION NO. **9985**

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A MOTION authorizing an interlocal agreement between King County and the City of Bellevue, East King County Regional Water Association, City of Everett, Northshore Utility District, City of Seattle, Snohomish County, Snohomish County Public Utility District Number 1, and Tulalip Tribes of Washington for the purpose of cooperating in the first stage of the Snohomish River Basin regional water resources planning effort.

WHEREAS, the Snohomish River Basin encompasses area in both Snohomish County and King County, including the Snoqualmie and Skykomish River Basins, and

WHEREAS, water quantity, water quality, and fish habitat issues are of importance to all citizens living in the Snohomish River Basin, including public agencies responsible for surface water management, drinking water supply, and natural resource protection, and

WHEREAS, in 1993, the Washington State Legislature commissioned a pre-scoping planning process in Central Puget Sound to determine whether the tribes, local governments, utilities, and state agencies were committed and able to develop cooperative water resource plans within selected Puget Sound basins or watersheds, and

WHEREAS, the parties support the principles of the Chelan Agreement and share a common interest and responsibility in providing for the effective protection,

1 management, and enhancement of the water, fishery, and
2 wildlife resources of the Snohomish River Basin, and

3 WHEREAS, cooperative planning and implementation is the
4 most effective way to address water quantity, water quality,
5 and fish habitat issues in the Snohomish River Basin and
6 would be of mutual benefit to the parties and all residents
7 of the Basin, and

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

11 NOW, THEREFORE BE IT MOVED by the Council of King
12 County: The county executive is hereby authorized to enter
13 into an interlocal agreement, in substantially the same form
14 as Exhibit A, with the City of Bellevue, East King County
15 Regional Water Association, City of Everett, Northshore
16 Utility District, City of Seattle, Snohomish County,
17 Snohomish County Public Utility District Number 1, and

1 Tulalip Tribes of Washington for the 1996 Snohomish River
 2 Basin Regional Water Resources Planning Effort. The purpose
 3 of the planning effort is to determine the most effective
 4 protection, management and enhancement of the water, fishery,
 5 and wildlife resources of the Snohomish River Basin. King
 6 County shares a common interest in achieving cooperative
 7 water resources management with the other parties to this
 8 interlocal agreement.

9 PASSED by a vote of 11 to 1 this 21st day of
 10 October, 1996.

11 KING COUNTY COUNCIL
 12 KING COUNTY, WASHINGTON

13 Jane Hague
 14 Chair

15 ATTEST:

16 Gerald A. Peterson
 17 Clerk of the Council

18 Attachments: 1996 Snohomish River Basin Regional Water
 19 Resources Planning Effort Interlocal Agreement

20

**AGREEMENT FOR THE 1996 SNOHOMISH RIVER BASIN
REGIONAL WATER RESOURCES PLANNING EFFORT**

1 This agreement is made and entered into by the following entities, collectively known
2 as the "Participants:"

- 3 1. City of Bellevue;
- 4 2. East King County Regional Water Association;
- 5 3. City of Everett;
- 6 4. King County;
- 7 5. Northshore Utility District;
- 8 6. City of Seattle;
- 9 7. Snohomish County;
- 10 8. Snohomish County Public Utility District #1; and
- 11 9. Tulalip Tribes of Washington.

12 **I. Recitals**

13 WHEREAS, in 1993, the Legislature commissioned a pre-scoping planning process
14 in Central Puget Sound to determine whether the tribes, local governments, utilities, and
15 state agencies were committed and able to develop cooperative water resource plans within
16 selected Puget Sound basins or watersheds, and

17 WHEREAS, the Participants and Other Interested Parties support the principles of the
18 Chelan Agreement and share a common interest and responsibility in providing for the
19 effective protection, management, and enhancement of the water, fishery, and wildlife
20 resources of the Snohomish River Basin (Basin), and

21 WHEREAS, a planning process for the Basin resulting in a cooperative water resource
22 management plan would be of mutual benefit to the Participants, Other Interested Parties,
23 and all residents of the Basin, and

24 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the Participants
25 are each authorized to enter into an agreement for cooperative action;

26 NOW THEREFORE, the Participants agree to the following:

27 **II. Purpose**

28 This agreement establishes a project to undertake the first steps in a cooperative water
29 resources planning effort with tribal, state, and local governments and others with
30 water resource interests in the Basin. The Participants will endeavor to obtain
31 adequate funding to continue this planning process after the 1996 work program has
32 been completed and pending its review. Planning efforts will identify projected in-

1 stream and out-of-stream water needs and desired water quality conditions so that
2 management plans can be developed to ensure water needs are met and the Basin's
3 fish and wildlife habitat is protected, and restored and enhanced where possible.

4 **III. Responsibilities**

5 The Participants and other local, state, and federal agencies not signatory to this
6 agreement but participating in the planning effort are collectively known as the
7 Snohomish River Basin Work Group (Work Group). The Administrator for the Work
8 Group shall be Snohomish County. The responsibilities of the Participants,
9 Administrator, and Work Group are described below.

10 **A. Participants**

11 Each Participant to this agreement shall:

- 12 1. Participate as a member of the Work Group to complete the tasks identified
13 in the Work Plan (attached to this agreement as Exhibit 1 and incorporated
14 herein).
- 15 2. Contribute in-kind support and funds for the 1996 effort in an amount
16 specified in the Budget (attached to this agreement as Exhibit 2 and
17 incorporated herein).

18 **B. Administrator**

- 19 1. Snohomish County shall be the Administrator during the 1996 planning
20 effort.
- 21 2. The Administrator shall:
 - 22 a. Convene the Work Group on a regular basis to discuss Basin planning
23 issues.
 - 24 b. Coordinate the timely preparation and distribution of any meeting
25 notes, reports, or other written materials for the Work Group.
 - 26 c. Manage the 1996 planning effort to complete work products identified
27 in the Work Plan (Exhibit 1).
 - 28 d. Be responsible for the receipt, accounting, management, and
29 disbursement of funds made available by the Participants, or any other
30 source.
 - 31 e. Hire and manage any contract staff needed for administrative support.
32 Any hiring shall be done in a manner consistent with applicable

1 Washington state laws and Snohomish County regulations and with the
2 approval of the Work Group.

3 f. Provide use of any necessary office equipment and supplies.

4 C. Work Group

5 The Work Group shall:

- 6 1. Meet regularly to carry out the tasks described in the Work Plan (Exhibit
7 1) and discuss future planning efforts.
- 8 2. Decide which members of the Work Group shall be responsible for
9 completing specific tasks.
- 10 3. Approve of the hiring of any contract staff by the Administrator.
- 11 4. Review and may revise the allocation of funds among different project tasks
12 to ensure that all tasks are completed in a timely and effective manner.

13 IV. Work Plan

14 If any of the Participants desires to change the Work Plan (Exhibit 1), any such
15 modification shall be made using the consensus decision-making process described in
16 Exhibit 3.

17 V. Funding

- 18 A. The amount of funding to be allocated to each planning task is shown in
19 Exhibit 1. The level of monetary support to be provided by each of the
20 financially responsible Participants is described in the Budget (Exhibit 2). Any
21 Participant may voluntarily increase its financial contribution to any planning
22 task; however, no Participant shall be required to increase its contribution
23 beyond that shown in Exhibit 2.
 - 24 B. To facilitate the timely and effective completion of the project, the Work Group
25 may wish to consider allocating the distribution of funds among projects in a
26 manner different from that shown in Exhibit 1. Any change in distribution of
27 funds by the Work Group, or any increase or decrease in the financial
28 obligations of the Participants from that described in Exhibit 2, shall occur only
29 through the consensus decision-making process described in Exhibit 3.
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1 **VI. Billing and Payment**

- 2 A. The Administrator shall be responsible for billing each financially responsible
3 Participant for its respective share of the total cost of the 1996 planning effort
4 as defined by the Budget (Exhibit 2).
- 5 B. Each financially responsible Participant shall pay the Administrator within
6 60 days of receipt of invoice.
- 7 C. The financially responsible Participants represent that funds for this project have
8 been appropriated and are available. To the extent that this project requires
9 future appropriations beyond current appropriation authority, the financially
10 responsible Participants' obligations are contingent upon the appropriation of
11 sufficient funds to complete the activities described herein.

12 **VII. Ownership of Work Products**

13 All work products generated during the 1996 planning effort shall be the property of
14 the Participants and each of them.

15 **VIII. Notices**

16 This agreement does not provide for property acquisition by the Participants.

17 **IX. Duration, Termination, and Amendment**

- 18 A. This agreement is effective upon signature by the Participants and remains in
19 effect until December 31, 1997.
- 20 B. Any Participant may end its role as a Participant upon 30 days written notice.
21 Any financially responsible Participant doing so shall pay for its share of the
22 total cost of the 1996 planning effort.
- 23 C. This agreement may be amended, altered, clarified, or extended only by the
24 written agreement of the Participants hereto.
- 25 D. This agreement is not assignable by any Participant, either in whole or in part.
- 26 E. This agreement is a complete expression of the terms hereto and any oral or
27 written representations or understandings not incorporated herein are excluded.
28 The Participants recognize that time is of the essence in the performance of the
29 provisions of this agreement. Waiver of any default shall not be deemed to be
30 waiver of any subsequent default. Waiver or breach of any provision of this
31 agreement shall not be deemed to be a waiver of any other or subsequent breach
32 and shall not be construed to be a modification of the terms of the agreement

1 unless stated to be such through written approval by the Participants which shall
2 be attached to the original agreement.

3 **X. Counterparts**

4 This agreement may be executed in counterparts.

5 **XI. Indemnification and Hold Harmless**

6 The Participants agree to the following:

7 Each Participant shall protect, defend, indemnify, and save harmless the other
8 Participants, their officers, officials, employees, and agents, while acting within
9 the scope of their employment as such, from any and all costs, claims,
10 judgments, and/or awards of damages, arising out of, or in any way resulting
11 from, each Participant's own negligent acts or omissions. Each Participant
12 agrees that its obligations under this subparagraph extend to any claim, demand,
13 and/or cause of action brought by, or on behalf of, any of its employees or
14 agents against another Participant. For this purpose, each Participant, by mutual
15 negotiation, hereby waives, with respect to the other Participants only, any
16 immunity that would otherwise be available against such claims under the
17 Industrial Insurance provisions of Title 51 RCW. In the event that any
18 Participant incurs any judgment, award, and/or cost arising therefrom, including
19 attorneys' fees, to enforce the provisions of this Article, all such fees, expenses,
20 and costs shall be recoverable from the responsible Participant to the extent of
21 that Participant's culpability.

22 IN WITNESS WHEREOF, the Participants hereto have executed this agreement on
23 the _____ day of _____, 19____.

24
25 Approved as to Form

City of Bellevue

26
27 By: _____
Title: _____

By: _____
Title: _____

28
29 Approved as to Form

East King County Regional
Water Association

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31 By: _____
Title: _____

By: _____
Title: _____

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Approved as to Form

By: _____
Title: _____

Approved as to Form

By: _____
Title: Deputy Prosecuting Attorney

Approved as to Form

By: _____
Title: _____

Approved as to Form

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Title: _____

Approved as to Form

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Approved as to Form

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Everett

By: _____
Title: _____

King County:

By: _____
Title: King County Executive

Northshore Utility District

By: _____
Title: _____

City of Seattle

By: _____
Title: _____

Snohomish County

By: _____
Title: _____

**Snohomish County Public
Utility District #1**

By: _____
Title: _____

Tulalip Tribes

By: _____
Title: _____