

MOTION NO. 3913

A MOTION authorizing an interlocal agreement between King County and the Municipality of Metropolitan Seattle to cooperate in the maintenance and enhancement of water quality in King County through involvement in King County's Basin Planning Program.

WHEREAS, King County and the Municipality of Metropolitan Seattle wish to protect water quality in King County, and

WHEREAS, King County's Basin Planning Program offers an opportunity for mutual involvement in the maintenance and enhancement of water quality in King County streams, and

WHEREAS, enhancing the potential for protecting water quality in King County can best be achieved by mutual cooperation between the parties;

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

The county executive is authorized to enter into an interlocal agreement between the Municipality of Metropolitan Seattle and King County to provide for water quality and salmonid habitat analysis of certain King County streams in order to devise and recommend solutions protecting water quality as part of the King County Basin Planning Program.

PASSED this 20th day of July, 1987.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Gary Grant  
Chairman

ATTEST:

Dorothy M. Owens  
Clerk of the Council

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1 This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1987, by and  
2 between The Municipality of Metropolitan Seattle (hereinafter referred to  
3 as "METRO") and the County of King (hereinafter referred to as "King  
4 County").

5 The parties to this agreement hereby agree to cooperate in the collection  
6 and analysis of water quality data as part of King County's Basin Planning  
7 Program. The work conducted under this agreement will support basic elements  
8 of King County's Basin Planning efforts scheduled to be performed in 1987  
9 through 1992.

10 WHEREAS, King County has undertaken a Basin Planning Program to evaluate  
11 hydrologic, hydraulic, and environmental characteristics of King County drainage  
12 basins and will develop recommendations regarding management of storm and  
13 surface waters, and,

14 WHEREAS, METRO has the technical capability to collect and analyze water  
15 quality and habitat data, and involvement with King County's Basin Planning  
16 Program is compatible with METRO's Areawide Water Quality Plan, and,

17 WHEREAS, a coordinated effort during the Basin Planning Program significant-  
18 ly enhances the potential for protecting water quality, and

19 WHEREAS, the Basin Planning Process offers an opportunity for mutual  
20 involvement in the maintenance and enhancement of the water quality in King  
21 County, and

22 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties  
23 are each authorized to enter into an agreement for cooperative action,

24 Now, therefore, it is mutually agreed as follows:

25 I. Purpose

26 The purpose of this agreement is to provide data and analyses on water  
27 quality and in-stream habitats for integration into basin plans being  
28 prepared by King County.

29 King County has developed a model basin plan program to meet the require-  
30 ments for basin plans as set forth in King County Code, Section 9.08,  
31 establishing the Surface Water Management Program. Data and analyses pro-  
32 vided by METRO, under this agreement, will be used to assist in the  
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1 assessment of water quality runoff control measures required to protect and  
2 enhance the natural drainage system and meet basin planning goals. Other  
3 data and analyses provided by METRO will be used to assist King County in  
4 developing incentives for preserving streams as required in King County Code 9.0  
5 including the protection and enhancement of salmonid habitat.

## 6 II. Work Program

7 King County and METRO agree to fulfill the purpose of this agreement accord-  
8 ing to the terms and conditions of Attachment 1, scope of work, to this  
9 agreement, which is attached hereto and incorporated by reference herein.

## 10 III. Responsibilities

### 11 A. METRO:

12 METRO will obtain data and analyses required to provide King County with  
13 reports on water quality and salmonid habitat analysis for basins listed  
14 in Attachment 1.

15 METRO will consult with King County on water quality and in-stream habitat  
16 issues during the formation of a basin plan as mutually agreed to and  
17 shown in Attachment 1.

18 METRO will submit an invoice to King County annually based on the portion  
19 of work products completed shown in Attachment 1.

### 20 B. King County:

21 King County will set the annual schedule for basin plan development and  
22 provide the schedule to METRO.

23 King County will integrate water quality and habitat information into  
24 basin plans and formulate recommendations based on that information.

25 King County will reimburse METRO on an annual basis for the portion of  
26 work products completed.

## 27 IV. Costs

28 METRO agrees to provide water quality and salmonid habitat analysis and con-  
29 sultation to King County at no cost where such analysis and consultation is  
30 for streams included in METRO's "Waters of Major Concern" category. "Waters  
31 of Major Concern" are as follows: Swamp, North, Little Bear, Bear-Evans,  
32 Issaquah, Soos, and Newaukum Creeks.

1 King County agrees to pay METRO for Water Resources Division staff time and  
2 for laboratory time required to prepare analyses and provide consultation on  
3 streams not included in METRO's category "Waters of Major Concern".

4 King County will reimburse METRO for the water quality and salmonid habitat  
5 analysis work, provided for under this agreement, at a rate not to exceed the  
6 total amount shown for work products by basin in Attachment 2, Budget: Water  
7 Quality and Habitat Analysis for Basin Planning, attached hereto and incor-  
8 porated by reference herein.

9 METRO work products and King County payments to METRO for said work products  
10 beyond the 1987 annual budget and work program are contingent upon King  
11 County Council and METRO Council appropriation of funds.

12 V. Effectiveness and Duration

13 A. This agreement shall become effective upon signature by all parties to this  
14 agreement.

15 B. This agreement shall be in force until all work products listed in  
16 Attachment 1 have been completed or December 31, 1989, whichever occurs  
17 first.

18 VI. Continuation, Amendment, or Termination

19 A. Continuation of this agreement beyond December 31, 1989, is contingent  
20 upon agreement by both parties.

21 B. This agreement may be amended or altered only by written agreement between  
22 the parties hereto.

23 C. This agreement may be terminated by either party upon sixty (60) days  
24 written notice.

25 In witness whereof, the parties hereto have executed this agreement as of the  
26 day first above mentioned.

27 Approved as to form:

KING COUNTY

28 By \_\_\_\_\_

By \_\_\_\_\_

29 Deputy Prosecuting Attorney

King County Executive

30 Date \_\_\_\_\_

Date \_\_\_\_\_

31

METRO

32

By \_\_\_\_\_

33

(Title)

Date \_\_\_\_\_

## Attachment 1

1 The following elements represent work which King County wishes to be completed:

2 I. Work Elements

3 A. Water Quality Analysis:

4 METRO will provide King County with an analysis of water quality issues  
5 and problems in specified basins, focusing on the following parameters:  
6 flow, temperature, ammonia, conductivity, dissolved oxygen, nitrate  
7 and nitrite, ortho-phosphate, pH, total suspended solids, turbidity,  
8 cadmium, chromium, copper, iron, lead, mercury, nickel, zinc, entero-  
9 coccus, and fecal coliforms.

10 B. Habitat Analysis:

11 METRO will evaluate in-stream habitat, focusing on salmonid transport,  
12 spawning, and rearing capacities, and consult on impacts of runoff on  
13 identified habitats under both existing and future land use conditions,  
14 including various alternative solutions.

15 C. Consultation on Water Quality Issues in Other Basin Plan Elements:

16 METRO will consult with, and provide information as available, to King  
17 County on general water quality and habitat issues where appropriate  
18 and agreed to in writing in advance by both parties.

19 I. Work Products

20 A. Soos, Jenkins, Covington Creeks Basin Plan:

21 METRO will provide the following work products by dates listed:

- 22 1. Water Quality Analysis Report by September 1, 1987.
- 23 2. Habitat Analysis Report by September 15, 1987.
- 24 3. Consultation and Analysis: up to sixty hours during September  
25 through December, 1987.

26 B. Bear-Evans Creeks Basin Plan:

27 METRO will provide the following work products by dates listed:

- 28 1. Water Quality Analysis Report, Section I.A. of this attachment,  
29 within five months of the scheduled plan start-up date.
- 30 2. Habitat Analysis Report, Section I.B. of this attachment,  
31 within five months of the scheduled plan start-up date.
- 32 3. Consultation and Analysis: up to sixty hours during the second  
33 half of 1987, as agreed to by the parties.

1 C. East Lake Sammamish Basin Plan:

2 METRO will provide the following work products by dates listed:

- 3 1. Water quality sampling beginning within one month of the signing of  
4 this agreement.  
5 2. Water Quality Analysis Report, within five months of the scheduled  
6 plan start-up date.  
7 3. Habitat Analysis Report, within five months of the scheduled plan  
8 start-up date.  
9 4. Consultation and Analysis: up to sixty hours during a time period  
10 to be agreed to by the parties.

11 D. Lower Puget Sound Basin Plan:

12 METRO will provide the following work products by dates listed:

- 13 1. Water quality sampling beginning within one month of the signing of  
14 this agreement.  
15 2. Water Quality Analysis Report, within five months of the scheduled  
16 plan start-up date.  
17 3. Habitat Analysis Report, within five months of the scheduled plan  
18 start-up date.  
19 4. Consultation and Analysis: up to sixty hours during a time period  
20 to be agreed to by the parties.

21 E. Hylebos Creek Basin Plan:

22 METRO will provide the following work products by dates listed:

- 23 1. Water quality sampling beginning within one month of the signing of  
24 this agreement.  
25 2. Water Quality Analysis Report, within five months of the scheduled  
26 plan start-up date.  
27 3. Habitat Analysis Report, within five months of the scheduled plan  
28 start-up date.  
29 4. Consultation and Analysis: up to sixty hours during a time period  
30 to be agreed to by the parties.  
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F. Swamp Creek Basin Plan:

METRO will provide the following work products by dates listed:

1. Water Quality Analysis Report, within five months of the scheduled plan start-up date.
2. Habitat Analysis Report, within five months of the scheduled plan start-up date.
3. Consultation and Analysis: up to sixty hours during a time period to be agreed to by the parties.

III. Budget

King County and METRO agree to the following costs for work products to be produced under this agreement:

(227.3,.4,.4C)

## Budget: Water Quality and Habitat Analysis for Basin Planning

	<u>Basin Plan</u>	<u>Work Product</u>	<u>Cost</u>
1			
2	Soos	Prepare Water Quality Element	-0-
3		Prepare Habitat Element	-0-
4		Consultation	-0-
5			Total -0-
6	Bear-Evans	Prepare Water Quality Element	-0-
7		Prepare Habitat Element	-0-
8		Consultation	-0-
9			Total -0-
10	East Lake Sammamish	Water Quality Data Collection	\$ 5,232
11		Habitat Data Collection	858
12		Prepare Water Quality Element	1,672
13		Prepare Habitat Element	1,672
14		Consultation (up to sixty hours)	1,320
15			Total \$10,754
16	Lower Puget Sound	Water Quality Data Collection	\$ 6,888
17		Habitat Data Collection	726
18		Prepare Water Quality Element	1,672
19		Prepare Habitat Element	1,672
20		Consultation (up to sixty hours)	1,320
21			Total \$12,278
22	Hylebos	Water Quality Data Collection	\$ 5,232
23		Habitat Data Collection	1,320
24		Prepare Water Quality Element	1,672
25		Prepare Habitat Element	1,672
26		Consultation (up to sixty hours)	1,320
27			Total \$11,216
28	Swamp	Prepare Water Quality Element	-0-
29		Prepare Habitat Element	-0-
30		Consultation	-0-
31			Total -0-
32			
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1	<u>Costs for Work Products Started in 1987</u>	
2	Soos, Jenkins, Covington Basin Plan	-0-
3	Bear-Evans Basin Plan	-0-
4	East Lake Sammamish Basin Plan	
5	o Water Quality Data Collection	\$ 5,232
6	o Habitat Data Collection	858
7	Lower Puget Sound Basin Plan	
8	o Water Quality Data Collection	\$ 6,888
9	o Habitat Data Collection	726
10	Hylebos Basin Plan	
11	o Water Quality Data Collection	\$ 5,232
12	o Habitat Data Collection	1,320
13	Swamp Creek Basin Plan	<u>-0-</u>
14	Total:	\$20,256
15	(227.4A&B)	
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