

December 11, 1987.

INTRODUCED BY LAING, REAMS

PROPOSED NO. 88-39

MOTION NO. 7093

A MOTION authorizing an interlocal agreement between King County, Snohomish County, and the City of Redmond to cooperate in the development and production of a comprehensive watershed management plan for the Bear/Evans Creek Basins.

WHEREAS, King County, Snohomish County and Redmond share jurisdiction in the Bear and Evans Creek Basins, and

WHEREAS, within the Bear and Evans Creek Basins there is an unique and extensive system of lakes, ponds, wetlands, and streams, and

WHEREAS, valuable biological resources and flood storage exist in the Basins and should be preserved and enhanced, and

WHEREAS, the King County Surface Water Management Program is developing and producing a comprehensive watershed management plan for the Bear and Evans Creek Basins, known as the Bear Creek Basin Plan, and

WHEREAS, the potential for protecting natural resources and property is enhanced by cooperation between the parties;

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

The county executive is authorized to enter into the attached interlocal agreement with the City of Redmond and Snohomish County for the development and production of a comprehensive watershed management plan for Bear and Evans Creek Basins as part of the King County Surface Water Management Program. Any subsequent changes to the attached interlocal agreement shall be submitted to the King County council for review.

PASSED this 22nd day of February, 1988.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Dorothy M. Owens
Clerk of the Council

Bear Creek/Evans Creek Basin Plan
Interlocal Agreement

1 This agreement is entered into by and between the County of King, hereinafter
2 referred to as "King County", the County of Snohomish, hereinafter referred to
3 as "Snohomish County", and the City of Redmond, hereinafter referred to as
4 "Redmond", for the purpose of preparing a surface water management plan for
5 the Bear Creek and Evans Creek Basins, hereinafter referred to as the "Bear
6 Creek Basin."

- 7
- 8 1) WHEREAS, King County, Redmond and Snohomish County share jurisdiction in
9 the Bear Creek basin and King County and Redmond share jurisdiction in the
10 Evans Creek basin; and
- 11 2) WHEREAS, the parties recognize that within the Bear Creek Basin there
12 is a unique and extensive system of lakes, ponds, wetlands and streams
13 contributing to high water quality, valuable biological resources and
14 flood storage; and
- 15 3) WHEREAS, the parties hereto recognize the importance and desirability of
16 resolving existing drainage and water quality problems in the basins and
17 reducing the likelihood of future problems; and
- 18 4) WHEREAS, the parties recognize the population in the area encompassed
19 by the Bear Creek basin is expanding and is expected to double within
20 15 years creating potential surface and storm water runoff problems; and
- 21 5) WHEREAS, King County has completed a reconnaissance of both basins and has
22 identified existing and potential surface water and water quality problems
23 in the area; and
- 24 6) WHEREAS, the Bear Creek Community Plan has been completed and is proposed
25 for adoption by the King County Council as an amendment to the King County
26 Comprehensive Plan; and
- 27 7) WHEREAS, the Community Plan projects future development levels which can be
28 used as a basis, in combination with land use plans for Redmond and
29 Snohomish County, for calculating storm and surface water runoff under
30 future development conditions; and
- 31 8) WHEREAS, the King County Surface Water Management Program is responsible
32 for developing basin plans for 38 King County streams basins pursuant to
33 King County Code 9.08.010; and

1 9) WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties
2 are each authorized to enter into an agreement for cooperative action,
3 NOW THEREFORE, the parties hereto agree as follows:

4 I. Purpose of the agreement:

- 5 A. The purpose of this agreement is to provide the means by which the par-
6 ties will prepare a surface water management plan (Plan) for the Bear
7 Creek basin.
- 8 B. The Plan developed under this agreement will consider the impact of a
9 future land use scenario, derived from the adopted comprehensive plans
10 of the parties hereto and the Bear Creek Community Plan, on the
11 hydrologic system of the entire basin regardless of jurisdiction.
- 12 C. The Plan will be forwarded for consideration and adoption to the govern-
13 ing body in each jurisdiction party to this agreement. When adopted,
14 the Plan will serve as a policy basis for decisions regarding drainage
15 improvements, land use and zoning and other drainage related actions
16 in the adopting jurisdiction, consistent and in conjunction with its
17 other adopted policy and regulatory provisions.
- 18 D. Upon adoption by the respective jurisdictions, the parties further
19 agree that the Plan will establish a comprehensive approach to a
20 surface water capital improvement program, maintenance of facilities,
21 habitat enhancement, and regulation of new developments in the Bear
22 Creek Basin, and when adopted, will serve as a basis for determining
23 surface water Capital Improvement and habitat enhancement project
24 funding by each of the parties.

25 II. Project Responsibilities and Management:

- 26 A. A Project Management Team (PMT) will be established to fulfill the
27 project responsibilities and manage the development of the Plan. The
28 PMT will consist of four members: two designated by King County and
29 one each by Redmond and Snohomish County.
- 30 B. The PMT will oversee the development of the Plan. The PMT will review
31 work schedules, data, reports, and conclusions which are products of
32 the work program for developing the Plan. The PMT will decide on and
33 agree to the staffing requirements for the adoption process for the

1 completed plan and will develop a schedule for payments by the
2 participating jurisdictions. Where decisions about the staffing level,
3 work program, content of the Plan, or any data, document, strategy or
4 conclusion needed for development of the Plan, are required, the PMT
5 shall achieve consensus in making those decisions.

6 C. King County will be designated lead agency on the project to develop
7 the Plan and will designate as a project coordinator one of the PMT
8 members from King County.

9 D. The Plan will be developed on the schedule attached as Exhibit 2
10 to this agreement. The PMT will meet regularly on a schedule
11 consistent with the Work Program, Exhibit 1, and Schedule for
12 Production of Bear Creek Basin Plan, Exhibit 2, to review products,
13 monitor progress, and contribute information to the Plan development.

14 E. The parties agree to share responsibility for the SEPA process. King
15 County will assume the role of lead as defined in the SEPA guidelines,
16 WAC 197-11-050, and will draft the majority of the SEPA documents with
17 technical support, review and approval from Redmond and Snohomish
18 County.

19 F. Snohomish County and Redmond will provide any and all information
20 relevant to the development of the basin plan and environmental impact
21 statement (EIS) which the jurisdictions possess and which is deemed
22 necessary to the Plan by the PMT. The PMT will decide on the format
23 for information, the level of detail needed in the information, and
24 the schedule on which the information is to be furnished, provided,
25 however, that the schedule maintains consistency with the overall
26 schedule for the production of the Plan, identified in Exhibit 2.

27 G. Implementation of the Plan recommendations will be accomplished by a
28 separate interlocal agreement between the parties, presented to the
29 governing body in each jurisdiction at the same time the Plan is
30 presented for consideration and adoption.

31 III. Costs and Contributions

32 A. The parties agree to share the cost of developing and producing the
33 Plan. The cost of developing and producing the Plan (hereinafter

1 "Cost of the Plan") shall include, for purposes of this agreement, King
 2 County costs for staff, overhead, services, supplies, consultants and
 3 equipment.

4 B. Contributions to the Cost of the Plan by Snohomish County and Redmond
 5 will be based on the amount of impervious acreage in the basin within
 6 each jurisdiction as a percentage of the total impervious acreage
 7 existing in the basin as of 1987, as set forth in Section C.1 below.

8 C. For the purposes of this agreement, the Cost of the Plan, based on the
 9 attached Work Program and Schedule, Exhibits 1 and 2, will be
 10 \$325,000, to be divided among the parties as set forth in Section C.2
 11 below. Other contributions or payments for services such as those set
 12 forth in Section III.F. below shall be in addition to contributions
 13 to the Cost of the Plan made by the parties.

14 1. The Cost of the Plan will be allocated according to the following
 15 percentage:

16	Total impervious acres in the basin:	2441	
17	Percentage of total impervious acres in King County (1,987)	81.4%	
18	Percent of total impervious acres in Redmond (283)	11.6%	
19	Percent of total impervious acres in Snohomish County (171)	7%	

20 2. Based upon the percentage of impervious surface as applied to the
 21 Cost of the Plan as specified above, the parties' contributions will
 22 be as follows:

23	King County	\$264,550
24	Redmond	37,700
25	Snohomish County	<u>22,750</u>
26	Total costs to be shared	\$325,000

27 D. In addition to the contribution to the Cost of the Plan, Snohomish
 28 County and Redmond agree to provide the additional staff time required
 29 for PMT activities and other obligations such as providing information
 30 for the Plan, and reviewing materials for the basin plan, briefings,
 31 public meetings, negotiations and other activities related to the
 32 preparation and adoption of the basin plan and SEPA requirements as
 33 specified in the Work Program, Exhibit 1.

- 1 E. Each jurisdiction shall receive the products produced during develop-
2 ment of the Plan. Products are listed in the Work Program, Exhibit 1.
- 3 F. An area including the unincorporated King County portion of the basin,
4 excluding any of that area mapped by FEMA, will be subject to
5 topographic mapping. Topographic mapping, by aerial and/or ground
6 survey, of the portion of the Bear Creek Floodplain located in the
7 Redmond city limits, and any costs associated with said mapping, will
8 be the responsibility of Redmond. Redmond may, if so desired, arrange
9 to have King County map portions of the Bear Creek Floodplain. The cost
10 of any such mapping will be calculated as a percentage of the entire
11 mapping costs which can be allocated to mapping within Redmond city
12 limits, but not to exceed \$10,000.
- 13 G. Other contributions to the production and development of the Plan will
14 be in the form of information provided by each PMT member. Snohomish
15 County and Redmond will provide information detailed in the Work
16 Program to King County staff for inclusion in the Plan. If either
17 jurisdiction is unable to provide the information required, that
18 jurisdiction may arrange with King County to provide the information
19 and shall reimburse King County for services upon presentation of an
20 itemized invoice for the services performed. Said services must be
21 agreed to by the PMT and must be within the scope of the Bear Creek
22 Basin Plan Work Program, or any contracts relevant to the Bear Creek
23 Basin Plan awarded prior to the signature and adoption of this
24 agreement.

25 IV. Effectiveness and Duration

26 This agreement shall be effective upon signature by all parties and
27 endures until the tasks in Exhibit 2 have been completed or two years
28 from effective date, whichever comes first.

29 V. Amendments and Extension or Termination

- 30 A. This agreement may be amended, altered, clarified or extended only by
31 written agreement of the parties hereto. Any changes in the agreement
32 will be forwarded to the legislative bodies of the participating juris-
33 dictions for review.

B. Changes in the Work Program and Schedule, Exhibits 1 and 2, and resulting adjustments to the Cost of the Plan or to the contributions made by the parties will be agreed to in writing by the PMT and will be contingent on agreement by the signators to this agreement.

C. This agreement may be terminated by any party for any reason upon provision of sixty days written notice to the remaining parties.

D. In the event of termination, parties are responsible for costs incurred up to the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day first above mentioned.

Approved as to form:

KING COUNTY

By Deputy Prosecuting Attorney
King County

King County Executive

Date _____

REDMOND

By Prosecuting Attorney
Redmond

Mayor

Date _____

SNOHOMISH COUNTY

By Prosecuting Attorney
Snohomish County

Snohomish County Executive

Date _____

Bear Creek Basin Plan Work Program
EXHIBIT I

Phase I: Project Initiation

A. King County will complete the following:

- Develop objectives for the basin plan
- Write and publish an RFP for a consultant services to design stream enhancement projects for the Bear Creek Basin
- Select a consultant and sign contract for development of streams enhancement projects.
- Form a citizen advisory committee
- Develop modelling objectives and strategy

B. Snohomish County and Redmond will:

- Review, comment on and approve basin plan objectives
- Review RFP for streams enhancement projects, suggest additions and corrections
- Nominate representatives to Bear Creek Citizen Advisory Committee
- Review, comment on, and approve modelling objectives

C. Products of Phase I

- Technical memorandum on objectives for Bear Creek Basin Plan
- Signed consultant contract and scope of work for development of streams enhancement projects by a consultant
- Technical memorandum detailing modelling objectives and strategy

Phase II: Data Collection

A. King County will obtain data listed below and compile it together with data provided by other jurisdictions for use in Phases III and IV. Compilation of data will be completed in a timely manner.

- Streamflow and rainfall data for the basin
- Water quality data within King County
- In-stream habitat data within King County
- Land use data within King County
- Land cover data for the basin
- Soil stability information for entire basin
- Natural and man-made conveyance systems in King County
- Inventory of retention/detention facilities in King County
- Sensitive areas map for the basin
- Ownership of public lands in King County
- Road crossing rating curves in King County

B. King County will develop a format for data collection and will provide same to Snohomish County and Redmond for use in providing data to King County.

Bear Creek Basin Plan Work Program-EXHIBIT I
page two

C. Snohomish County will provide the following data to King County in a timely manner to meet Plan schedule in Exhibit 2.

- Water quality observations on the Snohomish County portion of Bear Creek basin will be delivered to King County.
- In-stream habitat data on the Snohomish County portion of Bear Creek Basin will be delivered to King County.
- Future land use data on the Snohomish County portion of Bear Creek Basin will be delivered to King County.
- An inventory and map of public and quasi public ownership lands in the Snohomish County portion of Bear Creek Basin will be delivered to King County.
- An inventory of existing retention/detention facilities and location of same in the Snohomish County portion of the Bear Creek Basin will be delivered to King County.
- Road crossing locations and sizes of culverts in the Snohomish County portion of the Bear Creek Basin will be delivered to King County.

D. Redmond will provide the following data to King County in a timely manner:

- An inventory and map of public and quasi-public ownership lands within Redmond portion of the basin will be provided to King County.
- An inventory and location of existing retention/detention facilities within Redmond portion of basin will be delivered to King County.
- Road crossing survey and topographic data for developing the rating curves within Redmond City limits will be provided to King County.

E. Products of Phase II

- Streamflow and rainfall data for entire basin compiled on computer disk and available on request.
- Water Quality Status Report
- In-stream Habitat Status Report
- Erosion and Geohydrophysical Report
- Basin-wide land use maps for existing and future conditions
- Compiled survey notes

Phase III: Analysis of Data

A. King County will use data collected in Phase II of the project to calibrate the computer model and will conduct analyses of present and future conditions in the Basin using the collected data. King County will prepare reports on:

- Existing and future land use problem analysis
- Water quality analysis report
 - In-stream habitat analysis report
 - Erosion, stability, and geohydrophysical analysis report
 - Floodplain report

- B. King County will provide analyses to the Bear Creek Basin Citizen Advisory Committee and Redmond and Snohomish County for review and comment.
- C. Snohomish County, as part of the Project Management Team, will review and provide comments on the analyses to be used in developing alternatives. Review will be accomplished on a schedule approved by the Project Management Team consistent with the schedule attached as Exhibit 2.
- D. Redmond, as part of the Project Management Team, will review and provide comments on the analyses to be used in developing alternatives. Review will be accomplished on a schedule approved by the Project Management Team, consistent with the Basin Plan schedule attached as Exhibit 2 to the agreement.
- E. Products of Phase III:
 - In-stream Habitat Analysis
 - Erosion, Stability and Geohydrophysical Analysis Report
 - Future Land Use Problem Analysis Report
 - Existing Land Use Problem Analysis Report
 - Calibrated Hydrologic Models

Phase IV: Develop Alternatives and Recommended Solution

- A. King County will develop a range of alternative solutions for existing and future problems in the basin for review and discussion by the Project Management Team, the Citizen Advisory Committee, Snohomish County and Redmond, and others as determined by Project Management Team.
- B. King County will prepare predesign engineering reports. The reports will provide a general feasibility design studies of proposed CIP's. Project designs will be based on best available engineering information and design criteria as proposed in the new SWM drainage manual. Design criteria may be modified if field conditions dictate. Preliminary design will include, but not be limited to, identifying the location of the project; general configuration of the project and control structure; preliminary hydraulic design; constraints on project; cost estimates; and evaluation of environmental impacts.
- C. King County will work with the selected consultant to produce plan, designs and costs for a Streams Enhancement Plan for Bear Creek Basin Plan. Potential projects within all three jurisdictions will be considered.
- D. King County will prepare criteria and a process for selecting preferred alternatives. The Project Management Team and the Citizens' Advisory Committee will review and reach consensus on the criteria and process.
- E. Project Management Team and Citizens' Advisory Committee will develop a prioritized list of preferred alternatives.

Bear Creek Basin Plan Work Program-EXHIBIT I
page four

- F. Snohomish County will provide the staff time required for evaluating alternatives and selecting recommended solutions for Bear Creek Basin Plan.
- G. Redmond will provide the staff time required for evaluating alternatives and selecting recommended solutions for Bear Creek Basin.
- H. Products of Phase IV:

- Streams Enhancement Projects
- Recommended Capital Improvement Projects and list with cost estimates
- Recommended Capital Construction schedule
- Pre-design reports on proposed alternative CIPs
- Proposed regulations for adoption and implementation by jurisdiction

Phase V: Basin Plan Document

- A. King County will write and print 300 copies of the draft Bear Creek Basin Plan and draft EIS by December 31, 1988 and 500 copies of the final Plan and final EIS by April 1, 1989.
- B. Snohomish County and Redmond will, as part of the Project Management Team, review drafts, comment on, for publication, draft plan documents by November 15, 1988.
- C. Products of Phase V:
 - Printed draft, final, and technical appendix Basin Plans; Redmond will receive 50 copies of each and Snohomish County will receive 50 copies of each.

Phase VI: SEPA Documents

- A. King County:
 1. Will prepare a preliminary Draft Environmental Impact Statement for review and finalization by Project Management Team.
 2. Will prepare a Draft Environmental Impact Statement for review by other agencies and public.
 3. Will distribute the draft Environmental Impact Statement for review and comment by agencies and jurisdictions and the general public.
 4. Will staff a public meeting on the Draft Environmental Impact Statement and Basin Plan.
 5. Will prepare and distribute Final Environmental Impact Statement.
- B. Snohomish County:
 1. Will provide the staff time required for review and approval of the preliminary draft and final Environmental Impact Statement.

2. Review draft and address comments from draft.
3. Will sign and approve final SEPA documents when consistency with Snohomish County policies and procedures is achieved.

C. Redmond:

1. Will provide staff time required for review and approval of the preliminary draft and final Environmental Impact Statement.
2. Review draft and address comments from draft.
3. Will sign and approve final SEPA documents when consistency with Redmond policies and procedures is achieved.

Phase VII: Adoption Process

A. King County:

1. Will negotiate, develop and prepare an Interlocal Agreement between the jurisdictions implementing the recommendations of the Basin Plan. The Interlocal Agreement will define each jurisdiction's final contribution and responsibilities for implementing the Basin Plan.
2. Will prepare briefing materials and documents required for adoption of the Basin Plan by the King County Council and will staff the adoption process in King County.

B. Snohomish County:

1. Will participate in the development of the implementation Interlocal Agreement.
2. Will prepare briefing materials and documents required for the adoption of the Basin Plan by the Snohomish County Council and will staff the adoption process in Snohomish County.

C. Redmond:

1. Will participate in the development of the implementation Interlocal Agreement
2. Will prepare briefing materials and documents required for the adoption of the Basin Plan by the Redmond City Council and will staff the adoption process in Redmond.

