

September, 14, 1990

BRUCE LAING

INTRODUCED BY BRIAN DERDOWSKI

PROPOSED NO. 90 - 854

MOTION NO. 8074

A MOTION authorizing the King County executive to enter into an agreement with the Washington State Department of Ecology regarding the joint funding of a plan to protect water quality in King County pursuant to Chapter 70.146 R.C.W.

WHEREAS, the Washington State legislature has created the Centennial Clean Water Fund for the joint funding of water quality protection and improvement plans and projects with other public agencies in the state pursuant Chapter 70.146 R.C.W., and

WHEREAS, the Washington State legislature has adopted the 1987 and 1989 Puget Sound Water Quality Management Plans that require local governments to conduct certain planning and implementation activities related to preserving and improving water quality in Puget Sound and in waters tributary to Puget Sound, and

WHEREAS, the King County Council adopted the Snoqualmie Valley Community Plan in 1989 which has as one of its primary themes protection of the water quality of the Snoqualmie River, and

WHEREAS, the King County Council and the City of Snoqualmie adopted an interlocal agreement in 1989 creating a joint planning process for the purposes of preparing a comprehensive development plan for the City of Snoqualmie which includes a land use and a water quality component, and

WHEREAS, additional information is needed regarding the relationship between water quality of the Snoqualmie River and land use in the Snoqualmie area, and

WHEREAS, the King County department of parks, planning and resources has applied and been offered a Centennial Clean Water Fund grant by the Washington State Department of Ecology for the King County/City of Snoqualmie Comprehensive Development Plan Water Quality Component (Snoqualmie River Water Quality Report), and

WHEREAS, the Snoqualmie River Water Quality Report will provide information which is vital to the joint planning efforts between King County and the City of Snoqualmie and to the implementation of the Snoqualmie Valley Community Plan, and

1 WHEREAS, the purpose of the Snoqualmie River Water Quality Report is
2 to create a model that relates existing water quality of the Snoqualmie
3 River to land uses and development in the area, with the goal of no further
4 degradation to river water quality;

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

6 The county executive is hereby authorized to enter into an
7 agreement in substantially the form attached (see Attachment A) with the
8 Washington State Department of Ecology to accept grant funding for the
9 Snoqualmie River Water Quality Report.

10 PASSED this 8th day of October, 19 90.

11 KING COUNTY COUNCIL
12 KING COUNTY, WASHINGTON

13 Lois North
14 Chair

15 ATTEST:

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17 ACTING Jane M. Owens
18 DEPUTY Clerk of the Council
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ATTACHMENT A

Snoqualmie
Comprehensive Development Plan
Water Quality Component
Scope of Work

- Task 1 - Interlocal agreement negotiated and signed. A coordinating Board formed to represent the Snoqualmie City Council, Snoqualmie Mayor, County Executive and County Council. (Completed)
- Task 2 - Develop Water Quality Task Force combining citizens, and local state and federal agency staff with relevant expertise to advise coordinating board. (Completed as part of interlocal)
- Task 3 - Prepare protocols and procedures for developing and reviewing baseline water quality data to be used by all jurisdictions. Obtain interjurisdictional agreement on approach.
- Task 4 - Preliminary decisions on how water quality data will be applied to City and County decisions related to urban growth, "sewage treatment and surface water runoff management.
- Task 5 - Task Force Recommendations on a) joint and separate responsibilities of the County, City and other jurisdictions for water quality protection and b) implications of water quality data on City and County growth policies and proposals for policy amendments as needed.

LM:jkb
doea/snoq

Project Summary
Centennial Clean Water Fund/Discretionary Request
King County/City of Snoqualmie
Comprehensive Development Plan
Water Quality Component

In October, 1988 King County Executive Tim Hill and Mayor Jeanne Hansen of the City of Snoqualmie recommended to their respective Councils a cooperative project to insure city expansion does not damage the Snoqualmie River's water quality or exacerbate flood hazards. Snoqualmie is regularly and severely damaged by river flood waters. This situation causes repeated hazard to the public health and welfare.

Snoqualmie River water quality was, until recently, ranked 'A' and 'AA' by the Washington State Department of Ecology. The City is now considering where to expand and what growth conditions will preserve its economic base but not further degrade river water quality. The City/County Agreement establishes an interjurisdictional (federal, state, county and city) team to prepare a Comprehensive Development Plan for the City. Under the oversight of a City/County coordinating board, this team will apply all available expertise to assure environmental protection, flood damage reduction and river water quality are maintained or enhanced through growth and development conditions as the City expands.

The Comprehensive Development Plan is unique in the state of Washington for the following reasons:

- 1) It is the first time two local governing bodies have agreed to dissolve jurisdictional borders for the purposes of land use and water quality analysis and protection.
- 2) The agreement has been passed by ordinance by both the King County Council and the Snoqualmie City Council (See Attachments C&D), and matching funds have been allocated
- 3) The agreement appoints an interjurisdictional team comprised of federal, state, and local agencies, and citizens, responsible for identifying techniques to preserve the river's quality while the City expands.
- 4) The resulting Comprehensive Development Plan will be a model statewide for a) water quality planning linked to land use, and b) an interjurisdictional approach to local growth management and river management problems.
- 5) The broad regional support clearly indicates that the issues and potential solutions are of statewide significance.
- 6) The proposal can serve as a statewide model for interjurisdictional water quality planning on a local level.

The Comprehensive Development Plan involves extensive public involvement, and includes specific educational components:

- 1) Citizens of the region will be involved in the entire planning process including public workshops, and critical decision-making.
- 2) The process will be presented in a workshop format to elected officials and citizens in the four other Snoqualmie Valley communities of Fall City, North Bend, Carnation and Duvall to be considered as a model for their use.
- 3) The Comprehensive Development Plan will be published independently, and as part of the King County Snoqualmie Valley Community Plan. The Snoqualmie City Council will consider adoption as the City's primary blueprint for future action. These documents receive extensive public review and library circulation.

King County and the City of Snoqualmie have each invested considerable funds and staff time to initiate the Comprehensive Development Plan. In 1988, the City and County invested \$12,000 in staff time and \$6,000 in consulting funds to do preliminary work. The City of Snoqualmie has committed \$20,000 to this project in 1989, to be used as matching funds. The King County Council has approved \$38,000 in matching funds. Federal agencies (Federal Emergency Management Agency, Army Corps of Engineers) and State Departments (Department of Ecology and Community Development), have agreed to provide in-kind contributions and staff assistance to the working group.

LM:fj
2SNO/026

<u>Budget</u>	<u>City/County</u>	<u>Centennial Request</u>
Task 1 - Coordinating Board Development	18,000	-0-
Task 2 - Develop WQ Task Force 200 hours combined staff @ \$17.50/hour	3,500	3,500
travel	50	50
equipment	150	150
supplies	87.50	87.50
contractual	8,000	8,000
educational materials	--	2,000
Task 3 - Task Force Protocols on baseline data 114 hours combined staff @ \$17.50/hour	2,000	2,000
travel	75	75
equipment	150	150
supplies	87.50	87.50
contractual	8,000	8,000
educational materials	-	2,000
Task 4 - Task Force preliminary decision, 457 staff hours @ \$17.50/hr.	8,000	8,000
travel	75	75
equipment	150	150
supplies	87.50	87.50
contractual	16,000	16,000
educational program development		14,000

Task 5 - Task Force
Recommendations

114 hours combined staff @ \$17.50/hour	2,000	2,000
travel	50	50
equipment	150	150
supplies	87.50	87.50
contractual	<u>6,000</u>	<u>6,000</u>
TOTALS	<u>76,000</u>	<u>76,000</u>

Grant request: 50% of project total, not including indirect contributions.

LM:fj
2SNO/033

8074

RECEIVED

JUL 27 1990

DEPARTMENT OF ECOLOGY GRANT AGREEMENT

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, (Mailstop PV-11, Olympia, Washington 98504) hereinafter referred to as the "DEPARTMENT" and King County Department of Community Development, hereinafter referred to as the "GRANTEE". The purpose of this agreement is to provide funds to the GRANTEE to carry out the activities described herein.

GRANTEE Name: King County Department of Community Development
GRANTEE Address: 707 Smith Tower
506 Second Avenue
Seattle, WA.. 98104

GRANTEE Authorized Representative: Paul Reitenbach
GRANTEE Telephone Number: (206) 296-8650
GRANTEE Contact: Paul Wozniak
GRANT Number: TAX

The source(s) of funds provided by the DEPARTMENT is (are):
Centennial Clean Water Fund

For the purpose of this agreement, the Project Officer assigned for the DEPARTMENT shall be William A. Hashim.

Grant Amount: Eligible Project Cost \$
State Grant Share \$
Local Share \$

State Maximum Cost Share Rate: 50%

The amount withheld by the DEPARTMENT from each payment for security performance shall be 5%.

The effective date of this grant agreement shall be the date this agreement is signed by the DEPARTMENT. Any work performed prior to the effective date of this agreement without prior written authorization and specified in Special Conditions will be at the sole expense and risk of the GRANTEE.

The project described herein must be completed on or before

This agreement shall expire no later than

PROJECT DESCRIPTION

Problem Statement

The City of Snoqualmie and King County have expressed concern that proposed development adjacent to the Snoqualmie River may threaten the river's water quality, currently designated 'A' and 'AA' by the Washington Department of Ecology. Over the years, considerable data has been collected by Federal, State and local agencies, the tribes and private industry to document existing water quality. As part of an interlocal agreement governing growth management decisions in the Snoqualmie Valley, the City and King County have expressed interest in the development of a predictive model linking water quality to land use. This predictive model would allow growth management decisions to occur with sufficient information to minimize further degradation of river water quality.

Background

On October, 1988, King County Executive Tim Hill and Mayor Jeanne Hansen of the City of Snoqualmie recommended to their respective councils a cooperative project to insure proposed city expansion would not degrade the Snoqualmie River's water quality or exacerbate flood hazards. Thus, in March 1989, the City of Snoqualmie and King County adopted an interlocal agreement creating a cooperative planning process between the two jurisdictions. The purpose of the agreement was to enable the two jurisdictions to work together on the preparation of a Comprehensive Development Plan for the City of Snoqualmie.

To carry out the joint planning agreement, the City and County established a Coordinating Board made up of City and County officials to monitor the planning process. In addition, the agreement established a Water Quality Task Force made up of Federal, State, and local agencies, including tribes and private industry to prepare strategies to protect the existing water quality of the Snoqualmie River.

In order to assess the impacts of current and future development on the water quality of the Snoqualmie River, the Coordinating Board needed information linking existing water quality of the river to land use in the area. The purpose of this grant is to bring together all available water quality data for the affected reach of the Snoqualmie River, evaluate the quality of the existing data, collect additional data as necessary, and develop and calibrate a predictive model linking water quality to land use.

SCOPE OF WORK

GRANTEE: King County Department of Community Development
TITLE: Snoqualmie River Water Quality Report
COMPLETION DATE:

1. Project Goal

1. The goal of the project is to develop a predictive model linking water quality to land use.

1.2 Project Objectives

1. Characterize the physical environment and assess the current state of water quality in the Snoqualmie River Water Quality Management Area.
2. Develop and calibrate a model that can be used as a predictive tool for linking land use development to maintenance of water quality.
- 3. Develop a process for using the predictive model and monitoring scheme to aid in preparation of the water quality component of the Snoqualmie Comprehensive Development Plan.

2.0 Major Project Objectives

Task 1. Watershed Characterization/Water Quality Assessment

By compiling existing information, the GRANTEE shall characterize the physical environment of the Snoqualmie River Water Quality Management Area. The characterization shall include:

- * a description and condition of the biophysical environment;
- * land use, including existing and projected trends;
- * known sensitive habitats, including wetlands, riparian areas, and geologic hazards;
- * a map showing jurisdictional boundaries;
- * a map showing all water ways and water bodies;
- * a discussion of existing federal and state water quality programs currently going on in the Water Quality Management Area; and
- * a map delineating the planning area boundaries;

Concurrently, the GRANTEE shall prepare a water quality assessment of the Snoqualmie River Water Quality Management Area using existing data from tribes, county, City of Snoqualmie, Puget Power, Snoqualmie Ridge Associates, Army Corps of Engineers, the Department of Ecology and others. As part of the assessment, the GRANTEE shall prepare a water quality monitoring program and quality assurance (QA) plan, including a critical evaluation of the quality of the existing data. The water quality monitoring program and QA plan shall guide all current and future water quality data collection. The QA plan shall include:

- * Title page with provision for approval signatures
- * Table of contents
- * Project description
- * Project organization and responsibility
- * Data quality objectives

- * Sampling procedures
- * Analytical procedures
- * Data reduction, validation and reporting
- * Quality control
- * Performance and systems audits
- * Preventative maintenance
- * Data assessment procedures
- * Corrective action
- * Quality assurance reports

The monitoring program shall consist of establishment and identification of permanent stations and monitoring of selected parameters at predetermined times. Monitoring should allow long-term tracking of water quality trends and comparisons between sub basins in the Snoqualmie River Water Quality Management Areas. At a minimum, the following parameters shall be evaluated in the monitoring program:

- * flow
- * fecal coliform
- * total suspended solids
- * turbidity
- * conductivity
- * dissolved oxygen
- * temperature
- * ph
- * chlorine

The GRANTEE, in consultation with Ecology, may also wish to include priority pollutants, particle size, total organic carbon and other parameters if appropriate. In addition to the parameters to be monitored, a schedule and cost of the monitoring plan will be prepared. The monitoring plan will be developed with a representative of the Department of Ecology, and must meet with Ecology approval prior to implementation.

All information shall be documented and submitted to Ecology for review, comment, and approval.

PRODUCT: 1. Water Quality Program and QA Plan

ESTIMATED COST: \$

COMPLETION DATE:

Task 2. Development of Predictive Model

The GRANTEE shall develop a model that links land use practices to water quality by using existing water quality information gathered in Task 1 and filling in obvious information gaps using mathematical procedures and values taken from the general literature. The outcome will be a first draft of a predictive model linking land use development to maintenance of water quality in the Snoqualmie River Water Quality Management Area.

In addition, the GRANTEE shall implement the Ecology approved two year water quality monitoring program in the Snoqualmie River Water Quality Management Area. Attention shall be paid to those periods (high and low water) known to be associated with the highest potential concentrations and loadings of pollutants. During the monitoring, the information collected will be used to calibrate the model. Upon completion of calibration, the model shall be used to predict water quality impacts of various scenarios of land development within the Snoqualmie River Water Quality Management Area.

The GRANTEE shall also prepare a strategy to verify the validity of predictions developed by the model. The GRANTEE shall develop the strategy with input from Ecology within the first year of the project. Based upon the strategy, findings from the water quality monitoring program, and other elements identified by the GRANTEE, the model shall be revised if appropriate.

Concurrently, the GRANTEE shall develop a rough model examining cumulative effects of upstream and downstream land uses on water quality in the river, with attention to cumulative effects in the Snoqualmie area. Effort shall be directed to examining the likelihood of exceeding thresholds due to actions outside of Snoqualmie River Water Quality Management Area.

PRODUCTS: 1. First draft of calibrated model and initial scenarios
 3. Ongoing monitoring program
 4. Predictive model evaluation strategy
 2. Cumulative effects model

ESTIMATED COST: \$

COMPLETION DATE:

Task 3. Presentation and Review of the Water Quality Monitoring Report

Upon completion of Tasks 1 and 2, the GRANTEE shall present the results to the water quality task force in a workshop format. The workshop format will allow for discussion, comment, and input into the workings of the predictive model. Appropriate comments will be incorporated into the model.

At the end of the second year, the GRANTEE shall present the results of the monitoring plan and land use recommendations to the water quality task force in a workshop format. Based on discussions at the workshops, documented development and use of the model with complete recommendations linking land use to water quality will be given to the Coordination Board.

As a final product for this task, the GRANTEE shall describe:

- * a defined study area;
- * trends for long term water quality;

- * the beneficial uses for the water bodies and/or stream segments impaired or threatened by nonpoint pollution and the extent of the impairment or threat;
- * existing water quality compared to water quality standards;
- * categories and subcategories of sources and potential sources of point and nonpoint pollution; and
- * wetlands and riparian areas affected or threatened by nonpoint source pollution; and
- * recommendations for maintaining water quality.

PRODUCTS: 1. Two task force review workshops
 2. Water Quality Report with recommendations

ESTIMATED COST: \$

COMPLETION DATE:

Task 4. Project Management and Administration

The GRANTEE is responsible for the effective management and administration of this grant project. Project administration shall consist of conducting, coordinating, and scheduling all project activities, and financial administration. The GRANTEE must submit vouchers at least quarterly, but no more often than monthly.

The GRANTEE shall prepare a final project report documenting all activities. In addition to the final report, progress reports shall accompany all vouchers. In accordance with the Centennial Clean Water Fund grant guidelines, annual reports shall be submitted which includes at a minimum, the following:

1. A summary of work accomplished, data collected, and progress made during the year;
2. Status of funds, obligated or expended by activity to date;
3. Status of activities and program schedule, with explanations of any changes;
4. Results or accomplishments of approved project activities;
5. Proposed changes to the original project scope of work.

The GRANTEE will ensure that every effort is made to maintain effective communication with the GRANTEE'S designees, the DEPARTMENT, all affected local, state, tribal, and federal jurisdictions, or any interested individuals or groups.

PRODUCT: Project Management and Administration

ESTIMATED COST: \$

COMPLETION DATE:

3.0 BUDGET

3.1 Budget Summary

<u>Task</u>	<u>Totals</u>
1. Characterization/assessment	\$
2. Predictive Modeling	\$
3. Water Quality Report	
4. Project Management	\$
Subtotal	
5. 5% Contingency	
Total	\$
Total Eligible Project Cost	\$

3.2 Grant Matching Requirements

DEPARTMENT Share	
(50 % of total eligible cost)	\$
GRANTEE Share	
(50 % of total eligible cost)	\$

cash contribution must be at least \$
in kind contribution cannot exceed \$

3.3 Budget Restrictions

1. Ecology's contribution will not exceed 50% of the total eligible project cost. Of the remaining 50%, no less than half must be a direct cash contribution from the GRANTEE and the other half can be eligible in-kind contributions.

2. Prior to the first voucher, a detailed summary of all in-kind services and interlocal agreements must be provided. The detailed agreements will become part of this agreement.

3. Submitted with each voucher must be copies of all invoices, timesheets, and contributed service reports.

4.0 SPECIAL CONDITIONS

1. Invoice Vouchers. All A19-A state invoice voucher request forms submitted by the GRANTEE shall include backup documentation which assigns invoiced costs to the appropriate budget object listed in Budget Information. Quarterly cash flow projections for each quarter of the project based on the state fiscal year will be submitted with the first request for billing. Projections may be updated as needed.
3. Indirect Costs. The GRANTEE may claim as indirect cost an amount equal to 10 percent of the direct labor cost incurred conducting work related to the project or program described herein. Indirect costs above 10 percent may be claimed only when a higher rate has been approved by a federal agency.
5. Project Compliance. The GRANTEE will make available to the Project Manager of the DEPARTMENT a schedule of all activities and will encourage the project manager to participate thus allowing the DEPARTMENT to verify compliance with this grant.
6. Identification Signs. During the duration of this project, a sign (approximately four feet by eight feet) shall be erected identifying the project. The DEPARTMENT will provide the GRANTEE with specifications and other sign requirements.
7. Quarterly Reports. Quarterly progress reports shall be submitted based on the state fiscal year. These reports shall describe work performed during the quarter and shall discuss work status relative to the Approximate Time Schedule, financial status and disbursement, work progress, personnel changes, and any difficulties encountered during the quarter. The quarterly report will include all raw water quality monitoring data along with an analysis to describe the conditions being examined.
8. Department Review of Contracts. The GRANTEE shall submit to the DEPARTMENT for review copies of all proposed contracts. Contracts or subagreements may not be entered into without the written approval of the DEPARTMENT.
9. Contract Copies. The GRANTEE shall submit to the DEPARTMENT for its files, copies of all signed contracts and subsequent amendments awarded to the contractor engaged to perform any work outlined herein. Copies of all bids, and all contracts awarded, shall be retained by the GRANTEE.
10. Contributed Labor. Labor contributed by individuals toward project-related tasks may be charged to the grant at rate not to exceed twelve dollars and fifty cents (\$12.50) per hour. Travel and per diem expenses may not exceed current state rates.
11. Local Agreements. A Memorandum of Understanding or other types of written commitments shall be prepared between all parties contributing to the local match of this project. Copies of such agreement shall be transmitted to the Project Manager for placement in the grant file.

12. Publications. All reports, newsletters, technical documents, publications, etc. produced in connection with the Centennial Clean Water Program must provide credit and acknowledgment of the Department's participation in the project. The Department will provide specific guidance on publications.

13. Minority and Women's Business Participation. The GRANTEE agrees to utilize to the maximum extent possible, minority owned and women owned business in purchases and contracts initiated after the effective date of this agreement.

In the absence of more stringent goals established by the GRANTEE's jurisdiction, the GRANTEE agrees to utilize the DEPARTMENT's goals for minority and women owned business participation in all bid packages, request for proposals and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Minority owned business participation - 10%
Women owned business participation - 6%

The GRANTEE and ALL prospective bidders or persons submitting qualifications shall take the following steps in any procurement initiated after the effective date of this agreement:

1. Include qualified minority and women's businesses on solicitation lists;
2. Ensure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies;
3. Divide the total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by qualified minority and women's businesses;
4. Establish delivery schedules, where requirements of the work permit, which will encourage participation of qualified minority, and women's businesses; and
5. Use the services and assistance of the State Office of Minority and Women Owned Business Enterprises, and the Office of Minority Business Enterprises of the US Department of Commerce as appropriate.

The GRANTEE shall provide written certification, on a form provided by the DEPARTMENT, that the above steps were/will be followed.

The GRANTEE shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to GRANT qualified firms. The report will address:

1. Name and State Office of Minority and Women Owned Business

Enterprises certification number of qualified minority and women's businesses receiving funds under the voucher, including all sub-subcontractors, etc.;

2. Dollar amount paid under this invoice to qualified minority and women's businesses.

14. ALL WRITINGS CONTAINED HEREIN. This agreement, the appended GENERAL TERMS AND CONDITIONS, the DEPARTMENT's current edition of Financial Guidelines for Grants Management, and the appropriate Centennial Clean Water Fund program guidelines, contain the entire understanding between the parties, and there are no other understandings or representations set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless signed in writing by authorized representatives of the GRANTEE and DEPARTMENT and made a part of this agreement; EXCEPT, that in relation to: 1) change of Contract/Project Officer; and 2) project completion and expiration dates, the DEPARTMENT may modify or amend this agreement without the signature of the GRANTEE.

IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

KING COUNTY

WILLIAM A. HASHIM DATE
PROJECT MANAGER

TIM ~~LEY~~ HILL DATE
COUNTY EXECUTIVE

MYRON SAIKEWICZ DATE
ACTING PROGRAM MANAGER
WATER QUALITY FINANCIAL ASSISTANCE

Approved as to form only:
Assistant Attorney General