

MOTION NO. **8651**

1  
2 A MOTION authorizing an interlocal agreement  
3 between the cities of Auburn, Kent, Renton,  
4 Tukwila, and King County to continue regional  
5 cooperation and coordination of flood control  
6 and river management on the lower Green River  
7 through the Green River Basin Program.

8 WHEREAS, the PARTIES to this agreement (the Cities of Auburn, Kent,  
9 Renton and Tukwila, and King County) share jurisdiction over portions of  
10 the lower Green River Basin and have joint interests in the management of  
11 the river and its surrounding watershed, and

12 WHEREAS, solutions to drainage, flood and water quality problems and  
13 resource management issues in the Green River Basin require cooperation  
14 between jurisdictions, and

15 WHEREAS, past cooperation and understanding would be continued by each  
16 party stating to the others its commitments to implement the recommenda-  
17 tions in the Levee Improvement Plan and by the PARTIES continuing basinwide  
18 cooperation, such as coordinated flood warning and emergency response, and

19 WHEREAS, the PARTIES to this agreement have a long history of coopera-  
20 tion beginning in 1978 with the creation of the Green River Basin Program  
21 and continuing with the 1985 Green River Management Agreement, and

22 WHEREAS, the PARTIES have achieved a number of successes since the  
23 adoption of the Green River Management Agreement, including completion of  
24 the Pump Operations Procedures Plan and the Levee Improvement Plan for the  
25 Green River Basin, and

26 WHEREAS, the Green River Flood Control Zone District was activated by  
27 the King County Council in December of 1990 with the support of the PARTIES  
28 to provide a funding source for coordination activities under the Green  
29 River Basin Program and for funding operation and maintenance of pump  
30 stations and river channel maintenance, and

31 WHEREAS, the Basin Executive Committee and Basin Technical Committee,  
32 under the Green River Basin Program, have provided valuable direction in

1 coordinating policy and technical recommendations for the Green River Basin  
2 since 1978 and this guidance needs to be continued as permanent solutions  
3 to flooding, drainage and resource management in the basin are sought, and

4 WHEREAS, a formal, institutional arrangement for continued cooperation  
5 by the PARTIES is necessary, since the 1985 Green River Management  
6 Agreement expired in 1991, and

7 WHEREAS, the Green River Basin Executive Committee approved the Green  
8 River Basin Program Interlocal Agreement at a meeting on December 11, 1991,  
9 and recommended that continued cooperation among the PARTIES is desirable  
10 and the Green River Basin Program is the preferred management arrangement  
11 to carry out that cooperation;

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

13 The King County executive is hereby authorized to enter into an  
14 interlocal agreement in substantially the form attached hereto as Exhibit A  
15 with the cities of Auburn, Kent, Renton, and Tukwila to continue coopera-  
16 tion on flood control and river management between King County and the  
17 PARTIES, prescribe responsibilities for new levee improvements, coordinate  
18 the operation and maintenance of river facilities through the Green River  
19 Flood Control Zone District, and carry out other King County responsibili-  
20 ties as specified in the interlocal agreement.

21 PASSED this 18<sup>th</sup> day of May, 1992

22 KING COUNTY COUNCIL  
23 KING COUNTY, WASHINGTON

24 *Audrey Linger*  
25 Chair

26 ATTEST:

27 *Gerald A. Peterson*  
28 Clerk of the Council



# Green River Basin Program

8651

## INTERLOCAL AGREEMENT

### GREEN RIVER BASIN PROGRAM (UPDATE OF GREEN RIVER MANAGEMENT AGREEMENT)

THIS AGREEMENT is entered into by and among the following PARTIES: the CITY OF AUBURN, a municipal corporation in the State of Washington (hereinafter referred to as "AUBURN"), the CITY OF KENT, a municipal corporation in the State of Washington (hereinafter referred to as "KENT"), the COUNTY OF KING, (hereinafter referred to as "KING COUNTY"), the CITY OF RENTON, a municipal corporation in the State of Washington (hereinafter referred to as "RENTON"), and the CITY OF TUKWILA, a municipal corporation in the State of Washington (hereinafter referred to as "TUKWILA").

WHEREAS, the PARTIES hereto share jurisdiction over portions of the 70 square miles of the lower Green River Basin and have joint interests in river flows and watershed management throughout the entire Green River Basin; and

WHEREAS, solutions to drainage, flood and water quality problems as well as enhancement of resource potentials in the basin cannot be fully controlled or implemented by measures taken solely within the boundaries of any one of the PARTIES; and

WHEREAS, AUBURN, KENT, KING COUNTY, RENTON and TUKWILA have participated in the Green River Basin Program since its inception in 1978 and more recently under the terms of an agreement known as the Green River Management Agreement signed by these parties in July 1985; and

WHEREAS, the Cities of SeaTac and Federal Way have incorporated and the City of Des Moines has annexed land within the lower Green River Basin since the Green River Basin Program agreements were signed and are not presently parties to the Green River Management Agreement; and

WHEREAS, the completion of the Pump Operations Plan, Mill Creek Studies, Levee Improvement Plan and coordination with the Corps of Engineers on operation of Howard Hanson Dam and federally sponsored levee improvements under the Corps of Engineers' Section 205 Small Projects Authority are major successes of the Green River Basin Program since 1985; and

A. GREEN RIVER LEVEE IMPROVEMENTS

1. AUBURN, KENT, KING COUNTY, RENTON, and TUKWILA each agrees:

1.1 Each party will be responsible for the detailed design, construction and funding of those Phase I, II, and III levee improvements listed in Attachment A hereto which lie within the party's corporate limits (or, in the case of KING COUNTY, within unincorporated KING COUNTY), under the provisions and exceptions identified below:

1.1.1 All levee improvements will be made to the uniform construction and maintenance access standards specified in Attachment B hereto.

1.1.2 a. Each party will determine the appropriate timing for implementing those levee improvements for which it is responsible, with the following common goals among the parties for completion of all improvements:

- o Phase I completion by January 1996
- o Phase II completion by January 2000
- o Phase III completion date to be determined prior to expiration of this agreement

b. By December 31, 1992, Auburn, Kent and King County agree to submit to the Basin Executive Committee a report on any upstream or downstream benefits from flood control outlet facilities at Mill Creek and/or Mullen Slough as shown in Attachment A.

The PARTIES further agree that any cost-sharing arrangement for Mill Creek outlet facilities will be determined once the nature and extent of benefits to any parties have been identified through the above-mentioned report.

1.1.3 With the exception of items set forth in section 1.1.2.b, above, all levee improvements subject to the terms of this agreement located within any area annexed to any of the PARTIES shall become the responsibility of that city upon annexation.

1.1.4 The costs listed in Attachment A are March

of the Green River Flood Control Zone District solely for flood control activities within the boundaries of the District pursuant to the provisions and limitations of KING COUNTY Resolution GR-1 and annual Resolutions authorized by the Board of Supervisors establishing the budget and work program for the Green River Flood Control Zone District.

- 2.1.4 Make an accounting to the Green River Technical Committee by March 31 of each year demonstrating that the commitment specified in Section 2.1.3 has been realized for the previous calendar year.
- 2.1.5 Incorporate the operational and administrative costs of the Green River Basin Program specified in this agreement into the annual Green River Flood Control Zone District budget pursuant to the provisions and limitations of KING COUNTY Resolution GR-1 and annual Resolutions authorized by the Board of Supervisors establishing the budget and work program for the Green River Flood Control Zone District.
- 2.2 Maintain to the level of service specified in Attachment C (a) all existing levees, riverbanks and revetments within the district which lie within easements or tracts granted and conveyed to KING COUNTY, and (b) the levee improvements to be made under the terms of this agreement, provided that these improvements lie both within the boundary of the District and within easements or tracts granted and conveyed to the Green River Flood Control Zone District.
- 2.3 Maintain and operate the P-1 and P-17 pump plants within easements or tracts granted and conveyed to KING COUNTY.
- 2.4 Enter into an interlocal agreement with TUKWILA to assume TUKWILA's maintenance obligation specified by the Corps of Engineers/TUKWILA Local Cost Sharing Agreement to be part of the Corps of Engineers Section 205 grant for Phase I levee improvements in TUKWILA.
- 2.5 All levee maintenance and pump plant operation will be subject to the limitation of funds authorized for this purpose in Section 2.1.

1.4 The PARTIES agree to update the 1986 Pump Operations Procedures Plan to include, but not be limited to the following:

- a. An updated rating curve will be developed for the Tukwila gauge on the Green River in order to provide better coordination of the Black River (P-1) pump station discharges with the capacity in the Green River channel to safely accept these discharges.
- b. All Green River pump stations will be equipped so that they may use computerized real-time Green River gauge data available from the U. S. Geological Survey office in Denver, Colorado.
- c. A pump rating analysis will be conducted on the Black River (P-1), Tukwila (P-17) and Kent pump stations.
- d. A revised rating curve will be developed for the Black River (P-1) pump station that takes into consideration the pump test results and the incremental pump capacity and integrates them with various stages of the Green River.
- e. A hydraulic optimization plan for current conditions will be developed for the entire Green River system to best utilize the existing system hydraulic facilities, and to provide the technical basis for the real-time monitoring and operation of the system hydraulics including Howard Hanson Dam, the pump stations, and possible control gates on interior channels.
- f. Storage requirements will be re-evaluated to determine if widening the river channel at various flood levels for additional storage and conveyance can be accomplished without increasing the SPF profile elevation(s).

1.5 The PARTIES agree to revise the Pump Operations Procedures Plan in accordance with Section 1.4 of this agreement, targeting approval by the Green River Basin Technical Committee and Green River Basin Executive Committee by December 31, 1992.

- a. The plan will be completed by December 31, 1992.

3. Basin Executive Committee/Basin Technical Committee

- 3.1 The Green River Basin Executive Committee, in accordance with the 1978 Green River Basin Program interlocal agreement, will be comprised of the mayors of the Cities of Auburn, Kent, Renton, and Tukwila; a King County Council member representing the Board of Supervisors of the Green River Flood Control Zone District; and the King County Executive, represented by the Director of the King County Department of Public Works.
- 3.2 The Green River Basin Executive Committee shall be responsible for and have authority to collectively coordinate all local sponsor actions necessary to carry out the elements of the Green River Basin Program.
  - a. The Green River Basin Executive Committee shall meet at least once a year to approve the subsequent year's work program and budget and to review the status of the current year's work program.
- 3.3 The Green River Basin Technical Committee will be comprised of the public works directors, or their designated representatives, from the Cities of Auburn, Kent, Renton, and Tukwila, and King County. Representatives of the Cities of SeaTac, Des Moines, and Federal Way; the Soil Conservation Service; the U. S. Army Corps of Engineers; METRO; Washington State Department of Ecology; Washington State Departments of Fisheries and Wildlife; and Tribal interests will also be requested to participate on an ad hoc basis.
- 3.4 The Green River Basin Technical Committee will meet at least six times a year and be responsible for the following activities:
  - o to carry out the directives of the Green River Basin Executive Committee,
  - o to formulate the annual Green River Basin Program work program and budget to be approved by the Green River Basin Executive Committee as provided in Section 3.2 herein,

approval by the requisite authorities and upon the last such filing or approval, the agreement shall come into and be of full force and effect.

F. Hold Harmless:

Nothing in this agreement is intended to create any legal duty toward any person not a party of this agreement. None of the obligations in this agreement or any breach of the obligations shall give rise to legal action or a claim for damages by any person not a party to this agreement.

ATTACHMENTS TO DOCUMENT:

Attachment A	Cost of proposed levee improvements, by jurisdiction and phase
Attachment B	U.S. Army Corps of Engineers Manual EM 1110-2-1913            March 1978 Engineering and Design "Design and Construction of Levees"
Attachment C	King County Maintenance Management System Manual                            1984



TUKWILA

The signing of this agreement was authorized by the governing body of the CITY OF TUKWILA adopted at a meeting on 1991.

ATTEST

By:

By:

Title: Mayor

Date:

Date:



# Green River Basin Program

8651

## INTERLOCAL AGREEMENT

### GREEN RIVER BASIN PROGRAM (UPDATE OF GREEN RIVER MANAGEMENT AGREEMENT)

THIS AGREEMENT is entered into by and among the following PARTIES: the CITY OF AUBURN, a municipal corporation in the State of Washington (hereinafter referred to as "AUBURN"), the CITY OF KENT, a municipal corporation in the State of Washington (hereinafter referred to as "KENT"), the COUNTY OF KING, (hereinafter referred to as "KING COUNTY"), the CITY OF RENTON, a municipal corporation in the State of Washington (hereinafter referred to as "RENTON"), and the CITY OF TUKWILA, a municipal corporation in the State of Washington (hereinafter referred to as "TUKWILA").

WHEREAS, the PARTIES hereto share jurisdiction over portions of the 70 square miles of the lower Green River Basin and have joint interests in river flows and watershed management throughout the entire Green River Basin; and

WHEREAS, solutions to drainage, flood and water quality problems as well as enhancement of resource potentials in the basin cannot be fully controlled or implemented by measures taken solely within the boundaries of any one of the PARTIES; and

WHEREAS, AUBURN, KENT, KING COUNTY, RENTON and TUKWILA have participated in the Green River Basin Program since its inception in 1978 and more recently under the terms of an agreement known as the Green River Management Agreement signed by these parties in July 1985; and

WHEREAS, the Cities of SeaTac and Federal Way have incorporated and the City of Des Moines has annexed land within the lower Green River Basin since the Green River Basin Program agreements were signed and are not presently parties to the Green River Management Agreement; and

WHEREAS, the completion of the Pump Operations Plan, Mill Creek Studies, Levee Improvement Plan and coordination with the Corps of Engineers on operation of Howard Hanson Dam and federally sponsored levee improvements under the Corps of Engineers' Section 205 Small Projects Authority are major successes of the Green River Basin Program since 1985; and

*attach  
to own  
file copy*

- WHEREAS, there are mutual advantages to the PARTIES in stating to one another their commitments to implement the recommendations in the Levee Improvement Plan and to continue to cooperate on other operating elements of the Green River Basin Program, such as coordinated flood warning and emergency response; and
- WHEREAS, the Basin Executive Committee and the Basin Technical Committee have provided valuable direction and guidance in coordinating policy and technical recommendations developed under the Green River Basin Program which needs to be continued in managing the efforts of the PARTIES to plan, design and implement permanent solutions to flooding, drainage and resource management in the Basin; and
- WHEREAS, the Green River Flood Control Zone District has been activated by KING COUNTY with support of the PARTIES and has been established to provide a permanent and stable regional funding source for coordinating activities of the PARTIES under the Green River Basin Program and for funding operation and maintenance of pump stations and river channel maintenance; and
- WHEREAS, the Basin Executive Committee, at their most recent meeting in October 1990, recommended that continued cooperation amongst the PARTIES was desirable and that the organization established by the Green River Basin Program was deemed to be the preferred management arrangement to carry out that cooperation; and
- WHEREAS, the 1985 Green River Management Agreement has a duration of 6 years which expires in 1991, and therefore needs to be updated to provide a management program and formal, institutional arrangement for continued cooperation by the PARTIES.

NOW, THEREFORE, in exchange for mutual promises, the PARTIES agree as follows:

A. GREEN RIVER LEVEE IMPROVEMENTS

1. AUBURN, KENT, KING COUNTY, RENTON, and TUKWILA each agrees:

1.1 Each party will be responsible for the detailed design, construction and funding of those Phase I, II, and III levee improvements listed in Attachment A hereto which lie within the party's corporate limits (or, in the case of KING COUNTY, within unincorporated KING COUNTY), under the provisions and exceptions identified below:

1.1.1 All levee improvements will be made to the uniform construction and maintenance access standards specified in Attachment B hereto.

1.1.2 a. Each party will determine the appropriate timing for implementing those levee improvements for which it is responsible, with the following common goals among the parties for completion of all improvements:

- o Phase I completion by January 1996
- o Phase II completion by January 2000
- o Phase III completion date to be determined prior to expiration of this agreement

b. By December 31, 1992, Auburn, Kent and King County agree to submit to the Basin Executive Committee a report on any upstream or downstream benefits from flood control outlet facilities at Mill Creek and/or Mullen Slough as shown in Attachment A.

The PARTIES further agree that any cost-sharing arrangement for Mill Creek outlet facilities will be determined once the nature and extent of benefits to any parties have been identified through the above-mentioned report.

1.1.3 With the exception of items set forth in section 1.1.2.b, above, all levee improvements subject to the terms of this agreement located within any area annexed to any of the PARTIES shall become the responsibility of that city upon annexation.

1.1.4 The costs listed in Attachment A are March

1991 estimates - actual costs at the time of construction may differ.

- 1.1.5 TUKWILA will determine the schedule for right bank Phase II and all Phase III improvements within TUKWILA.
- 1.1.6 KENT will determine the schedule for left bank Phase II and left bank Phase III improvements within KENT.
- 1.1.7 KING COUNTY's commitment for the Phase I levee improvements listed as its responsibility in Attachment A, is contingent upon agreements with the Corps of Engineers for federal financial support for the improvements through a Section 205 Small Projects Authority grant.
- 1.1.8 No later than December 31, 1992, the PARTIES agree to establish a priority list of potential levee improvements eligible for Section 205 Corps of Engineers funding and jointly submit those projects for federal financial participation by the Corps of Engineers.
- 1.1.9 The coordinating local sponsor of Corps of Engineers Section 205 projects shall be the Green River Flood Control Zone District, provided that all local costs of implementing the 205 project shall be the responsibility of the PARTY or PARTIES having jurisdiction over the area in which the project lies.

2. KING COUNTY agrees further to:

- 2.1 Administer the Green River Flood Control Zone District to raise revenues for flood control activities within the District and commit to:
  - 2.1.1 Present for review of the Green River Basin Executive Committee the District's proposed Comprehensive Plan, including subsequent proposed amendments.
  - 2.1.2 Present for review of the Green River Basin Executive and Technical Committees the District's annual work program and budget.
  - 2.1.3 Use the funds raised within the boundaries

of the Green River Flood Control Zone District solely for flood control activities within the boundaries of the District pursuant to the provisions and limitations of KING COUNTY Resolution GR-1 and annual Resolutions authorized by the Board of Supervisors establishing the budget and work program for the Green River Flood Control Zone District.

- 2.1.4 Make an accounting to the Green River Technical Committee by March 31 of each year demonstrating that the commitment specified in Section 2.1.3 has been realized for the previous calendar year.
- 2.1.5 Incorporate the operational and administrative costs of the Green River Basin Program specified in this agreement into the annual Green River Flood Control Zone District budget pursuant to the provisions and limitations of KING COUNTY Resolution GR-1 and annual Resolutions authorized by the Board of Supervisors establishing the budget and work program for the Green River Flood Control Zone District.
- 2.2 Maintain to the level of service specified in Attachment C (a) all existing levees, riverbanks and revetments within the district which lie within easements or tracts granted and conveyed to KING COUNTY, and (b) the levee improvements to be made under the terms of this agreement, provided that these improvements lie both within the boundary of the District and within easements or tracts granted and conveyed to the Green River Flood Control Zone District.
- 2.3 Maintain and operate the P-1 and P-17 pump plants within easements or tracts granted and conveyed to KING COUNTY.
- 2.4 Enter into an interlocal agreement with TUKWILA to assume TUKWILA's maintenance obligation specified by the Corps of Engineers/TUKWILA Local Cost Sharing Agreement to be part of the Corps of Engineers Section 205 grant for Phase I levee improvements in TUKWILA.
- 2.5 All levee maintenance and pump plant operation will be subject to the limitation of funds authorized for this purpose in Section 2.1.

B. Green River Basin Program

1. Pump Operations Procedures Plan

- 1.1 The PARTIES, in accordance with the 1986 Pump Operations Procedures Plan, agree to operate existing pump stations for the purpose of draining interior flood waters consistent with reducing the risk of overtopping or failure of the Green River levee system.
- 1.2 Pump station operation and discharge shall be coordinated with gauged levels of flow within the Green River, up to the Corps of Engineers' Green River Standard Project Flood flow profiles, and not with water surface elevations in pump station forebays. This may require amendments to King County's historic local sponsor's agreements with the Soil Conservation Service at the P-1 facility.
- 1.3 All new drainage systems discharging into the Green River below Auburn must be designed to cease operation when Green River flow at the Auburn gauge reaches 12,000 cubic feet per second, or must be combined with adequate mainstem levee and/or channel improvements to accommodate the added discharge and/or river stage, and provide a 2-foot freeboard above the Standard Project Flood elevation(s) over all affected mainstem levees.
  - a. In accordance with the Pump Operations Procedures Plan, all pump stations will be subject to shutdown in the event the King County Director of Public Works or his designee determines that there exists a substantial risk of imminent levee failure or overtopping or for public safety emergency.
  - b. In accordance with the Pump Operations Procedures Plan, all new drainage outfalls discharging to the Green River shall be designed to cease discharging and store up to the 100-year/seven-day event unless a PARTY to the Green River Management Agreement wishes to grant an exception subject to the guidelines established in Sections V and VII of the 1986 Pump Operations Procedures Plan.

- 1.4 The PARTIES agree to update the 1986 Pump Operations Procedures Plan to include, but not be limited to the following:
- a. An updated rating curve will be developed for the Tukwila gauge on the Green River in order to provide better coordination of the Black River (P-1) pump station discharges with the capacity in the Green River channel to safely accept these discharges.
  - b. All Green River pump stations will be equipped so that they may use computerized real-time Green River gauge data available from the U. S. Geological Survey office in Denver, Colorado.
  - c. A pump rating analysis will be conducted on the Black River (P-1), Tukwila (P-17) and Kent pump stations.
  - d. A revised rating curve will be developed for the Black River (P-1) pump station that takes into consideration the pump test results and the incremental pump capacity and integrates them with various stages of the Green River.
  - e. A hydraulic optimization plan for current conditions will be developed for the entire Green River system to best utilize the existing system hydraulic facilities, and to provide the technical basis for the real-time monitoring and operation of the system hydraulics including Howard Hanson Dam, the pump stations, and possible control gates on interior channels.
  - f. Storage requirements will be re-evaluated to determine if widening the river channel at various flood levels for additional storage and conveyance can be accomplished without increasing the SPF profile elevation(s).
- 1.5 The PARTIES agree to revise the Pump Operations Procedures Plan in accordance with Section 1.4 of this agreement, targeting approval by the Green River Basin Technical Committee and Green River Basin Executive Committee by December 31, 1992.



- 1.6 All PARTIES agree to submit the revised Pump Operations Procedures Plan to their legislative body for action within six months of Green River Basin Executive Committee approval.

## 2. Flood Warning/Emergency Response

- 2.1 All PARTIES agree to provide accurate flood warning information within their respective jurisdictions consistent with the limits of available technology, regarding the magnitude and timing of flood peaks in order to give floodplain residents and property owners time to react to flood events by evacuating or avoiding threatened areas and taking steps to protect property and possessions.
  - a. The PARTIES agree to develop a Flood Warning Procedures Plan for coordinating flood warning and emergency response services within the lower Green River Valley. The procedures plan will include, but not be limited to:
    - o Defining separate and cooperative responsibilities of the PARTIES for provision of regular services;
    - o Responsibilities for flood emergencies, flood fighting, and evacuation;
    - o Enhanced river gauging and modeling; and
    - o Priority call lists.
  - b. The PARTIES agree to prepare a Flood Warning Procedures Plan for approval by the Green River Basin Executive Committee and Green River Basin Technical Committee by December 31, 1992.
  - c. A plan for funding implementation of the Flood Warning measures shall be submitted to the legislative bodies of the participating jurisdictions in the next regular budget cycle for each jurisdiction.
- 2.2 The PARTIES agree to develop a plan for coordinating post-flood damage assessments and request for federal flood disaster assistance.

- a. The plan will be completed by December 31, 1992.

3. Basin Executive Committee/Basin Technical Committee

3.1 The Green River Basin Executive Committee, in accordance with the 1978 Green River Basin Program interlocal agreement, will be comprised of the mayors of the Cities of Auburn, Kent, Renton, and Tukwila; a King County Council member representing the Board of Supervisors of the Green River Flood Control Zone District; and the King County Executive, represented by the Director of the King County Department of Public Works.

3.2 The Green River Basin Executive Committee shall be responsible for and have authority to collectively coordinate all local sponsor actions necessary to carry out the elements of the Green River Basin Program.

- a. The Green River Basin Executive Committee shall meet at least once a year to approve the subsequent year's work program and budget and to review the status of the current year's work program.

3.3 The Green River Basin Technical Committee will be comprised of the public works directors, or their designated representatives, from the Cities of Auburn, Kent, Renton, and Tukwila, and King County. Representatives of the Cities of SeaTac, Des Moines, and Federal Way; the Soil Conservation Service; the U. S. Army Corps of Engineers; METRO; Washington State Department of Ecology; Washington State Departments of Fisheries and Wildlife; and Tribal interests will also be requested to participate on an ad hoc basis.

3.4 The Green River Basin Technical Committee will meet at least six times a year and be responsible for the following activities:

- o to carry out the directives of the Green River Basin Executive Committee,
- o to formulate the annual Green River Basin Program work program and budget to be approved by the Green River Basin Executive Committee as provided in Section 3.2 herein,

- o to monitor the implementation of levee improvements as provided in Section 1.1 herein,
- o to review all technical issues and policy questions relevant to the annual work program and budget, and
- o to make recommendations on Green River Basin Program initiatives to the Green River Basin Executive Committee.

3.5 King County / the Green River Flood Control Zone District will serve as the lead administrative and technical agency for both the Green River Basin Executive Committee and the Green River Basin Technical Committee.

4. Howard Hanson Dam

4.1 The PARTIES agree to continue to collectively seek the Corps of Engineers assistance in conducting an evaluation of alternative methods of operating the Howard Hanson Dam. This alternative operations analysis will be designed to study the following issues: (a) risks and benefits of lowering controlled flows at Auburn through the full range of flood events, (b) managing the summer conservation storage to enhance downstream water quality, (c) controlling the rate at which river stage is drawn down through steady reduction of discharge rates from Howard Hanson Dam following flood storage operations, and (d) forecasting rainfall, snow melt, and flood events, together with appropriate operating regimes based on such forecasts.

C. Termination or Amendment:

This agreement may be amended or terminated only by the expressed agreement of all parties pursuant to legislative action by each signatory to this agreement.

D. Duration:

The duration of this agreement shall be ten years from the effective date.

E. Effectiveness:

This agreement shall be filed and submitted for

approval by the requisite authorities and upon the last such filing or approval, the agreement shall come into and be of full force and effect.

F. Hold Harmless:

Nothing in this agreement is intended to create any legal duty toward any person not a party of this agreement. None of the obligations in this agreement or any breach of the obligations shall give rise to legal action or a claim for damages by any person not a party to this agreement.

ATTACHMENTS TO DOCUMENT:

Attachment A	Cost of proposed levee improvements, by jurisdiction and phase
Attachment B	U.S. Army Corps of Engineers Manual EM 1110-2-1913      March 1978 Engineering and Design "Design and Construction of Levees"
Attachment C	King County Maintenance Management System Manual      1984

KING COUNTY

The signing of this agreement was authorized by the governing body of KING COUNTY adopted at a meeting on 1991.

ATTEST

By:

By:

Title: County Executive

Date:

Date:

AUBURN

The signing of this agreement was authorized by the governing body of the CITY OF AUBURN adopted at a meeting on 1991.

ATTEST

By:

By:

Title: Mayor

Date:

Date:

KENT

The signing of this agreement was authorized by the governing body of the CITY OF KENT adopted at a meeting on 1991.

ATTEST

By:

By:

Title: Mayor

Date:

Date:

RENTON

The signing of this agreement was authorized by the governing body of the CITY OF RENTON adopted at a meeting on 1991.

ATTEST

By:

By:

Title: Mayor

Date:

Date:

TUKWILA

The signing of this agreement was authorized by the governing body of the CITY OF TUKWILA adopted at a meeting on 1991.

ATTEST

By:

By:

Title: Mayor

Date:

Date: