

MOTION NO. 9605

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A MOTION authorizing an interlocal agreement between King County, the Cities of Burien, Normandy Park, and SeaTac, and the Port of Seattle, collectively referred to as the "Parties", for the purposes of conducting stream gauging activities in the Miller Creek Basin.

WHEREAS, King County has installed and operated a series of stream monitoring gauges in the Miller Creek Basin to collect information used for stream flow modeling and operation and maintenance of stormwater facilities, and

WHEREAS, the information derived from stream monitoring gauges is needed to develop a watershed management plan, and

WHEREAS, the Parties are currently discussing the feasibility of cooperatively preparing a watershed management plan for the Miller Creek Basin, and

WHEREAS, the Parties agree that discontinuing the existing stream gauging program and then, at a later date, reinstalling gauges and continuing the stream gauging is both inefficient and costly, and

WHEREAS, the Parties desire to share in the cost of maintaining the stream monitoring gauges, collecting information from the gauges, and analyzing the information, and

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

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

The county executive is hereby authorized to enter into an interlocal agreement in substantially the same form as attached hereto as Exhibit A with the Cities of Burien, Normandy Park, and SeaTac, and the Port of Seattle to conduct gauging activities in the Miller Creek Basin.

PASSED by a vote of 12 to 0 this 10th day of July, 19 95.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

Attachment:

A. Exhibit A., Miller Creek Basin Gauging Activities Interlocal Agreement

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AGREEMENT
BETWEEN KING COUNTY AND THE CITIES OF BURIEN, SEATAC AND
NORMANDY PARK AND THE PORT OF SEATTLE
FOR GAUGING ACTIVITIES IN THE MILLER CREEK BASIN

This agreement is entered into by King County, hereinafter referred to as the "County" and the City of Burien, hereinafter referred to as "Burien," the City of SeaTac, hereinafter referred to as "SeaTac," the City of Normandy Park, hereinafter referred to as "Normandy Park," and the Port of Seattle, hereinafter referred to as "the Port," collectively referred to as the "Parties," for the purpose of sharing the responsibility for and cost of managing and maintaining a stream gauging and data collection program in the Miller Creek Basin.

WHEREAS, King County has installed and operated a series of gauges in the Miller Creek Basin in order to collect information relevant to stream flow modeling and monitoring and operation and maintenance of capital stormwater facilities; and

WHEREAS, gauge operation and data collection are integral to effective modeling of stream basins and the development of basin or hydrologic plans; and

WHEREAS, the Miller Creek Basin Plan was originally planned to begin in 1993 and is presently on-hold pending development of a cooperative plan among the jurisdictions in the basins; and

WHEREAS, the jurisdictions agree that discontinuing and reinstalling gauges at a later date when planning activities are about to begin is both inefficient and costly; and

WHEREAS, the data available as a result of the existing gauging program is useful to the jurisdictions in the Basin; and

WHEREAS, the Parties are interested in continuing the present gauging program until a useful gauging data record has been collected; and

WHEREAS, the Parties agree to share in the cost of maintaining the gauges, gathering the information from the gauges and in other, appropriate monitoring activities related to the gauging program; and

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

NOW THEREFORE, the Parties hereto agree as follows:

I. PURPOSE OF AGREEMENT:

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A. The purpose of this agreement is to establish a means whereby the Parties to this agreement will share the cost of maintaining, monitoring and collecting information from a series of gauges installed by King County in the Miller Creek Basin.

1. All activities taking place under this agreement and related to the installation, monitoring, maintenance, and data collection for gauges in the Miller Stream Basin will be referred to as the Miller Creek Stream Gauging Project (the "Project").

2. The Project Scope of Work is attached to this agreement and incorporated herein; the scope of work will be reviewed and updated annually to reflect the need for gauges and monitoring information as determined by the Project Management Team.

II. MANAGEMENT OF THE PROJECT

A. King County will be the lead agency for the Project and will designate one staff person to serve as Project Manager and staff to the Project Management Team.

B. A Project Management Team will be formed to review the work of the project, establish the annual work program and budget, and recommend changes to the project. One representative to the Project Management Team will be appointed from each jurisdiction by either the Director of the Public Works Department or the City Manager or the Director of Facilities and Maintenance, depending on the jurisdiction. Each Party to the agreement will be represented on the Project Management Team.

C. The Project Management Team will reach its decisions by consensus. Issues that cannot be resolved at the Project Management Team level will be referred to the Department Directors and City Managers for resolution.

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D. Within one month of the effective date of this agreement or as soon thereafter as possible, the Project Management Team will establish written operating procedures, including right of entry access to gauges, conflict resolution, annual budget review and approval, and amending the annual work program.

III. COST SHARING, BILLING, AND PAYMENT

A. Costs for operating stream gauges are estimated on an annual basis. The 1995 estimated budget for this Project is attached to this agreement and incorporated herein.

B. For the purposes of this Project only, the Parties agree that SeaTac, Normandy Park, Burien, and the Port will share the costs of the Project on an equal basis. Shared costs will be limited to those costs associated with the operation and maintenance of the gauges and the preparation of data. King County will provide project management and administer this Agreement, as well as providing staff for operation and maintenance of gauges.

C. Estimated costs for ensuing years will be established in the annual King County budget process. Each Party will be informed of its estimated share for the upcoming year by the first of July. Annual contributions will be approved by each jurisdiction in its annual budget process. Final billing for each year will be based on the actual costs for operating and maintaining the stream gauges.

1. If a jurisdiction elects to discontinue funding its share of the costs, the other jurisdictions will meet to decide whether to assume responsibility for the withdrawn share or to discontinue the project.

D. As Project Lead, King County will be responsible for submitting itemized quarterly invoices to each jurisdiction within 30 days of the end of the quarter.

1. Each jurisdiction will pay within 60 days of receipt of the invoice.

IV. EFFECTIVENESS AND DURATION

A. This agreement will be effective upon signature by the Parties and remain in effect until December 31, 1997, or until the Parties mutually agree that the project is complete.

V. TERMINATION AND AMENDMENT

A. This agreement may be amended, altered, clarified or extended only by written agreement of the Parties hereto.

B. Participation in the Project may be ended by withdrawing from this agreement in writing, notifying all Parties, and paying the share of costs for services to the end of the quarter in which termination occurs.

VI. COUNTERPARTS

This agreement may be executed in counterparts.

VII. HOLD HARMLESS AND INDEMNIFICATION

The Parties agree to the following:

Each Party shall protect, defend, indemnify, and save harmless the other Parties, their officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages, arising out of or in any way resulting from any Party's own negligent acts or omissions. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any Party incurs any judgement, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this Article, all such

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fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability.

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

APPROVED AS TO FORM: King County:
By: _____ By: _____
Title: Deputy Prosecuting Attorney Title: King County Executive

APPROVED AS TO FORM: City of SeaTac:
By: _____ By: _____
Title: _____ Title: _____

APPROVED AS TO FORM: City of Burien:
By: _____ By: _____
Title: _____ Title: _____

APPROVED AS TO FORM: City of Normandy Park:
By: _____ By: _____
Title: _____ Title: _____

APPROVED AS TO FORM: Port of Seattle:
By: _____ By: _____
Title: _____ Title: _____

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**SCOPE OF WORK and 1995 BUDGET
MILLER CREEK STREAM GAUGING PROJECT**

Number and Location of Gauges

This scope of work (SOW) covers the ongoing operation and maintenance of a total of 8 stream and precipitation gauges located in the Miller Creek basin (see attached map). A total of 7 stream gauges and one precipitation gauge have already been installed to collect data specifically for the basin planning effort. An additional 5 stream gauges and 1 precipitation gauge have already been installed in association with one of the several recently constructed capital projects which are scheduled to be turned over to the local jurisdictions during 1995. This SOW and budget address all 14 gauges within the Miller Creek basin.

Installation and Equipment Breakage

All sampling sites are currently operational and collecting data, so no installation charges are anticipated. Currently installed equipment is of a type that has been used in similar applications, is known to have a very low failure rate, and is installed in a manner that offers substantial protection from vandalism and natural disturbances. Nevertheless, stream gauging equipment is occasionally damaged and needs repair or replacement in order to continue data collection.

This SOW and budget does not include major repairs or reinstallations at gauge sites that cease to collect data. Should a gauging site cease to function, the Project Management Team (PMT) will be contacted to decide whether to repair the damaged data collection site or terminate its data collection function. Should the PMT decide to repair the site, costs associated with repair will be split between the jurisdictions in the same proportion as the operation and maintenance costs unless otherwise directed by the PMT.

Scope of Work

- 1) Project staff will visit the site approximately every 35 days to collect data, ascertain ongoing site integrity, and maintain data collection and recording equipment.
- 2) At each site visit, project staff will collect stored data by transferring the information from the data logger to a personal computer.
- 3) At each site visit, project staff will inspect the site to ascertain that data collection apparatus is still properly calibrated. Stream discharge will be manually measured and compared to the data logger measurement and rating curve for the site. Appropriate instrument calibration, if any, will be performed.
- 4) At each site visit, project staff will clean and maintain stream stage measuring apparatus and probes, and all boxes and enclosures.

Annual Budget / four jurisdictions = cost per jurisdiction

Cost share per jurisdiction = \$ 10,647

5) At each site visit, project staff will inspect the surrounding stream channel to ascertain that the sampling location is still representative, and that stream debris and sedimentation/erosion do not pose a threat to ongoing data collection. Minor debris removal will be performed.

6) Project staff will reduce data to a usable form, creating data tables for each site. A brief report containing data tables, status of each sampling site and equipment, and a cursory overview of data will be supplied to each participating jurisdiction two times a year. A complete data record in digital format will be provided at any time to participating jurisdictions on request.

Budget

Based on a number of years experience performing stream gauging in a variety of sites around the County, annual operation and maintenance costs for each site are estimated at \$3,042/year per site. This covers an average of 5 days staff time to perform regular maintenance and 2 days staff time to collect and reduce data to a usable form.

Fourteen sites at \$3042 each makes an annual budget of \$42,588.

Total annual budget - \$ 42,588

Cost Sharing

Data collected by the Stream Gauging Operation Project will be of use to all jurisdictions within these stream basins, as well as being an important foundation for any regional work addressing surface water management issues in the area. King County will provide project management, administer the Inter-local Agreement, and provide staff to maintain and operation the gauges. In deference to the regional utility of the data being collected SeaTac, Normandy Park, Burien and the Port will share equally in the cost of ongoing data collection.

Annual Budget / four jurisdictions = cost per jurisdiction

Cost share per jurisdiction = \$ 10,647