

MOTION NO. **9739**

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2 A MOTION authorizing an interlocal agreement between
3 King County, the City of Des Moines, the City of
4 SeaTac, and the Port of Seattle, for the purpose of
developing a basin plan for the Des Moines Creek Basin.

5 WHEREAS, each of the Parties is responsible for surface water management in
6 part of Des Moines Creek Basin, and

7 WHEREAS, within the basin there is an extensive natural resource system
8 including streams, lakes, and wetlands, and

9 WHEREAS, existing and proposed development within the basin threaten the
10 stability and function of the natural resource system, and

11 WHEREAS, existing and anticipated drainage, flooding, erosion and
12 sedimentation, water quality, and fisheries problems occur throughout the basin without
13 respect to jurisdictional boundaries, and

14 WHEREAS, the Parties recognize that the greatest cost savings to the public and
15 the most effective protection of the natural resource system would occur through a
16 cooperative effort to identify and address cross-jurisdictional problems, and

17 WHEREAS, the Parties desire to have the King County surface water management
18 division provide staff and expertise under the direction of a cross-jurisdictional
19 management team to assist in preparing a basin plan for the Basin, and

20 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the Parties
21 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 Parties to develop the Des Moines Creek Basin Plan.

PASSED by a vote of 12 to 0 this 19th day of December, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

Attachment:

A. Des Moines Creek Basin Plan Development Interlocal Agreement

DES MOINES CREEK BASIN PLAN DEVELOPMENT INTERLOCAL AGREEMENT

1 This agreement is entered into by King County, Washington, hereinafter referred
2 to as "King County," the City of Des Moines, hereinafter referred to as "Des Moines,"
3 the City of SeaTac, hereinafter referred to as "SeaTac," and the Port of Seattle,
4 hereinafter referred to as the "Port," collectively referred to as the "Parties," for the
5 purpose of preparing a basin plan for the Des Moines Creek Basin, hereinafter referred to
6 as the "Basin."

7 WHEREAS, the Parties share surface water jurisdiction in the Basin under certain
8 state and local authorities, and

9 WHEREAS, the Parties recognize that within the Basin there is an extensive
10 natural resource system including streams, lakes, and wetlands, and

11 WHEREAS, the stability and function of the natural resource system of the Basin
12 is threatened by existing and proposed development within the Basin, and

13 WHEREAS, the conservation, restoration, and protection of the natural resource
14 system contributes to water quality, valuable fish habitat, recreation, and flood storage in
15 the Basin, and

16 WHEREAS, the Parties recognize the importance and desirability of resolving
17 existing drainage, flooding, erosion and sedimentation, and water quality problems in the
18 Basin, and

19 WHEREAS, existing and anticipated drainage, flooding, erosion and
20 sedimentation, water quality, and fisheries problems occur throughout the Basin without
21 respect to jurisdictional boundaries, and

22 WHEREAS, the Parties recognize that a cooperative effort to identify and address
23 cross-jurisdictional problems would provide the greatest cost savings to the public and the
24 most effective protection of the natural resource system, and

25 WHEREAS, the Parties have independently conducted numerous stream gauging,
26 resource inventory, and water sampling activities in the Basin which will be useful in
27 developing a cooperative inter-jurisdictional basin plan for the Basin, and

28 WHEREAS, the King County Surface Water Management Division is authorized to
29 develop basin plans pursuant to King County Code 9.08.010, and

30 WHEREAS, the Parties desire to have the King County Surface Water
31 Management Division assist in preparing a basin plan for the Basin by providing staff and
32 expertise under the direction of a cross-jurisdictional management team, and

1 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 agree as follows:

4 **I. Purpose**

5 The purpose of this agreement is to provide the means by which the Parties will
6 jointly prepare a basin plan for addressing surface water and fish habitat issues
7 within the Des Moines Creek Basin, and develop an implementation program for
8 adoption by the implementing agencies, which may or may not include the Parties
9 to this agreement.

10 **II. The Basin Plan**

11 A. The Des Moines Creek Basin Plan (Basin Plan) will consider the effects of
12 existing development and future land use (utilizing either the adopted or
13 proposed comprehensive plans of the Parties hereto, zoning and other land
14 use plans and studies for the area, and scheduled or proposed infrastructure
15 projects) on the existing aquatic resource system of the entire Basin regardless
16 of jurisdiction.

17 B. The Basin Plan will: gather and analyze existing information; collect
18 information on the current geologic conditions and infra-structure conditions
19 within the basin; develop a hydrologic model for use as a tool for analyzing
20 identified problems; develop an inventory of current and anticipated problems
21 relating to stormwater conveyance, water quality, fish habitat, geologic
22 stability, and infrastructure operation; prioritize identified problems; identify
23 possible solutions for problems of a regional nature; examine potential
24 impacts of implementing proposed solutions; develop specific
25 recommendations for which solutions to implement; identify estimated costs
26 for recommended solutions; identify potential funding sources; and develop a
27 proposed program for implementation of recommendations.

28 C. When completed, the Basin Plan will be presented to the legislative authority
29 of each Party for consideration and adoption of implementation strategies. If
30 adopted by the legislative authority, the Basin Plan will serve as a policy
31 framework for guiding decisions and appropriations regarding surface water
32 capital improvements, fish habitat improvements, drainage regulations and

1 enforcement, drainage maintenance, land use, zoning, and other related
2 actions identified by the Basin Plan as contributing significantly to existing
3 and future problems.

- 4 D. Implementation of the Basin Plan recommendations will be accomplished by a
5 series of separate Implementation Interlocal Agreements among the Parties
6 addressing specific projects or policy agreements.

7 **III. Project Management**

- 8 A. Development of the Basin Plan (the Project) shall be managed by a Project
9 Management Team (PMT). The PMT shall review Project work products and
10 approve any necessary changes to the Project, including amending the Project
11 Scope of Work.
- 12 B. One representative to the Project Management Team shall be appointed by
13 each Party by either the Director of the Public Works Department or the City
14 Manager or the Director of Facilities and Maintenance, depending on the
15 Party. Attendance of additional staff from any of the Parties in support of the
16 PMT is welcome.
- 17 C. King County shall serve as facilitator for the PMT and shall schedule,
18 facilitate, and provide summaries of PMT meetings.
- 19 D. The PMT will reach its decisions by consensus. Issues that cannot be
20 resolved by the PMT will be referred to the Parties' Directors and City
21 Managers for resolution.

22 **IV. Responsibilities**

- 23 A. King County shall provide a representative to serve on the Project
24 Management Team; staff to support the PMT, to perform daily project
25 management and coordination duties, and to complete the work activities
26 described in the Scope of Work (attached to this agreement as Exhibit 1 and
27 incorporated herein).
- 28 B. Des Moines shall provide a representative to serve on the Project
29 Management Team; staff to support the PMT member; water quality,
30 fisheries, and stream flow data previously collected; and land use maps and
31 information needed for modeling and analysis.
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C. SeaTac shall provide a representative to serve on the Project Management Team; staff to support the PMT member; water quality, fisheries, and stream flow data previously collected; and land use maps and information needed for modeling and analysis.

D. The Port shall provide a representative to serve on the Project Management Team; staff to support the PMT member; water quality, fisheries, and stream flow data previously collected; and land use maps and information needed for modeling and analysis.

V. Costs

A. The Parties agree to pay the following percentages of the total cost of the Project:

SeaTac	40%
Port	40%
Des Moines	15%
King County	5%

B. The total Project cost shall include all those costs incurred by King County in completing the items listed in the Project Scope of Work (Exhibit 1) including costs for staff, overhead, supplies, consultants, and equipment.

C. The total Project cost shall not exceed \$200,000.

VI. Billing and Payment

A. King County shall bill the other Parties quarterly on itemized invoices for their shares of the reimbursable Project costs.

B. The Parties shall review and approve of the invoices and forward payment to King County within 60 days of receipt of invoice.

C. Nothing herein shall be construed as obligating the Parties to expend money in excess of appropriations authorized by law and administratively allocated for this work.

VII. Duration, Termination, and Amendment

The Parties agree to the following:

A. This agreement is effective upon signature by the Parties and remains in effect until December 31, 1998.

- 1 B. A Party may end its participation in the Project and withdraw from this
2 agreement by providing 30-day written notification to all Parties, and paying
3 its share of costs for the Project to the end of the quarter in which termination
4 occurs.
- 5 C. This agreement may be amended, altered, clarified, or extended only by the
6 written agreement of the Parties hereto, provided that changes to the Scope of
7 Work may be made by consensus agreement of the PMT. An equitable
8 adjustment in cost or period of performance or both may be made if required
9 by the change.
- 10 D. This agreement is not assignable by any Party, either in whole or in part.

11 **VIII. Counterparts**

12 This agreement may be executed in counterparts.

13 **IX. Indemnification and Hold Harmless**

14 The Parties agree to the following:

15 Each Party shall protect, defend, indemnify, and save harmless the other
16 Parties, their officers, officials, employees, and agents, while acting within
17 the scope of their employment as such, from any and all costs, claims,
18 judgments, and/or awards of damages, arising out of, or in any way resulting
19 from, each Party's own negligent acts or omissions. Each Party agrees that
20 its obligations under this subparagraph extend to any claim, demand, and/or
21 cause of action brought by, or on behalf of, any of its employees or agents.
22 For this purpose, each Party, by mutual negotiation, hereby waives, with
23 respect to the other Parties only, any immunity that would otherwise be
24 available against such claims under the Industrial Insurance provisions of
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Title 51 RCW. In the event that any Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such 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 amendment on the _____ day of _____, 19_____.

Approved as to Form

King County:

By: _____
Title: Deputy Prosecuting Attorney

By: _____
Title: King County Executive

Approved as to Form

City of Des Moines:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

City of SeaTac:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

Port of Seattle:

By: _____
Title: _____

By: _____
Title: _____

Resource	Time (hr.)	Rate (per/hr)	Cost (t x r)	Sub-task description
1 Current and Future Land Use Maps				
Product: Digital files for both current and future land use conditions, for				
Task Total			\$3,300	
Graphics	4	\$50	\$200	Assemble existing digital files
Graphics	24	\$50	\$1,200	Create current land use maps
Graphics	2	\$50	\$100	Assemble future land use maps
Graphics	24	\$50	\$1,200	Create draft future land use maps
SrPI	8	\$75	\$600	Assist PM group in final review
PM Team	3			Approve future land use maps

2 Stream Gauging Operation and Maintenance				
Product: Collect stream gauging data, maintain stream gauges				
Task Total			\$16,000	
Tech	232	\$50	\$11,600	Maintain and upload data
Tech	64	\$50	\$3,200	Data reduction
Engineer	16	\$75	\$1,200	Data checking and report preparation

3 Field Geology Reconnaissance				
Product: Field recon and summary memo identifying current geologic conditions				
Task Total			\$8,700	
Geologist	100	\$75	\$7,500	Field identification of geologic units
Geologist	16	\$75	\$1,200	Prepare summary memo

4 Model Tune-up				
Product: Correction of known discrepancies in existing TR-20 model of stream flow				
Task Total			\$6,700	
Sr. Hydro	40	\$75	\$3,000	Remove known problem areas
Hydro	50	\$50	\$2,500	Field check storage volumes
Sr. Hydro	16	\$75	\$1,200	Prepare summary memo

5	Model Conversion to HSPF				
	Product: HSPF Model of Des Moines Creek based on existing TR-200				
	Task Total			\$9,200	
	Sr. Hydro	80	\$75	\$6,000	Convert existing TFF
	Hydro	40	\$50	\$2,000	same
	Sr. Hydro	16	\$75	\$1,200	Prepare summary r
6	Run Current & Future Conditions Analysis				
	Product: HSPF analysis of current and future flow conditions, summar				
	Task Total			\$9,000	
	Sr. Hydro	60	\$75	\$4,500	Develop flow and d
	Hydro	60	\$50	\$3,000	same
	Sr. Hydro	20	\$75	\$1,500	Prepare summary r
7	Identify Water Quality Problems				
	Product: Analysis of water quality data, summary memo				
	Task Total			\$8,100	
	Sr WQ	24	\$75	\$1,800	Develop coordinate
	Sr PI	4	\$75	\$300	same
	PM Team	2			same
	various	Not Estimated			Perform water qual
	SrWQ	24	\$75	\$1,800	Perform shellfish sa
	SrWQ	40	\$75	\$3,000	Analyze water qual
	SrWQ	16	\$75	\$1,200	Prepare summary r r
8	Identify Fish Habitat Problems/Prepare Fish Management Plan				
	Product: Fisheries Management Plan for Des Moines Creek address				
	potential, water quality issues, low-flow issues, specific habitat in				
	Task Total			\$32,600	
	8.1 Review Existing Fishery-Related Reports & Issues in Des Moines				
	sub-task total			\$2,700	
	SrEco	12	\$75	\$900	Water quality inform
	SrEco	6	\$75	\$450	Temperature inform
	SrEco	12	\$75	\$900	Habitat structure in
	SrEco	6	\$75	\$450	Fish and invertebra

8.2 Interview Knowledgeable Persons

sub-task total \$1,200
 SrEco 16 \$75 \$1,200

Interview knowledgeable

8.3 Field Investigations

sub-task total \$11,300

SrEco 20 \$75 \$1,500
 SrEco 10 \$75 \$750
 SrEco 20 \$75 \$1,500
 SrEco 2 \$75 \$150
 EcoTech 8 \$50 \$400
 SrEco 40 \$75 \$3,000
 EcoTech 80 \$50 \$4,000

Field-check habitat s
 Spot electrofishing
 Spawner surveys
 Temperature gauge
 Temperature gauge
 Temperature gauge
 Temperature gauge

8.4 Data Reduction and Limiting Factor Analysis

sub-task total \$15,000

SrEco 200 \$75 \$15,000

Analyze multiple fact

8.5 Prepare draft Fish Management Plan

sub-task total \$2,400

SrEco 32 \$75 \$2,400
 SrPI 4 \$75 \$300
 PMTeam 8

Prepare Management
 Assist PMTeam in fir
 Approve Management

9 Identify Flooding and Infrastructure Problems

Product: Identification of existing infrastructure problems, summary m

Task Total \$6,300

SrEng 4 \$75 \$300
 SrEng 24 \$75 \$1,800
 SrEng 40 \$75 \$3,000
 SrEng 16 \$75 \$1,200

Review existing litera
 Interview knowledgeable
 Field check problem
 Prepare summary m

10 1st Draft Problem List

Product: List of Regional surface water problems, list of local surface v

Task Total \$3,600

Team 4 \$375 \$1,500
 Team 4 \$375 \$1,500
 SrPI 8 \$75 \$600
 PM Team 4

Identify inter-related
 Identify localized bas
 Finalize list assignm
 Approve list assignm

11	Model Iterations, Problem Investigation and Solution Development Product: Remodel of sub-basins with problems, team investigation of								
	Task Total								\$30,750
	SrHydro	100	\$75						Rerun model to ident
	Hydro	90	\$50						same
	team	50	\$375						Evaluate effects of p
12	Preliminary Prioritization and Planning Level Cost Estimates Product: Prioritized list of regional problems for solutions development,								
	Task Total								\$2,100
	Team	4	\$375						Identify Problems fro
	SrPI	8	\$75						Finalize list with Proj
	PM Team	4							Approve preliminary
13	Report Graphics Preparation Product: Print ready graphics for report and technical appendices (espe								
	Task Total								\$8,100
	Graphics	26	\$50						Prepare existing lan
	Graphics	65	\$50						Prepare future land u
	Graphics	50	\$50						Prepare report graph
	Graphics	21	\$50						Prepare report cover
	PM Team								Approve Graphics
14	Report Writing/Editing Product: Complete text and layout for report								
	Task Total								\$16,000
	Sr PI	40	\$75						Incorporate technical
	editor	80	\$50						Edit draft report
	team	24	\$375						Review draft and fina
	PM Team								Approve draft and fin

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Printing

Product: 350 copies of final report

Task Total \$5,250

Graphics 28 \$50 \$1,400

Printing 350 \$11 \$3,850

Print Administration
350 copies at \$11 e

16

Administrative Support

Product: Prepare meeting minutes, schedule meetings, reduce Sr.PI

Task Total \$5,000

PI 100 \$50 \$5,000

Schedule meetings

Budget Summary

1	Current and Future Land Use Maps
2	Stream Gauging Operation and Maintenance
3	Field Geohydrology Reconnaissance
4	Model Tune-up
5	Model Conversion to HSPF
6	Run Future Conditions Analysis
7	Identify Water Quality Problems
8	Identify Fish Habitat Problems
9	Identify Flooding and Infrastructure Problems
10	1st Draft Problem List
11	Model Iterations, Problem Investigation, Solutions Development
12	Preliminary Prioritization and Planning Level Cost Estimates
13	Report Graphics Preparation
14	Report Writing/Editing
15	Printing
16	Administrative Support
	subtotal
	20% Misc. Contract Services
	Project Total