

LARRY PHILLIPS
BRIAN DERDOWSKI
LOUISE MILLER

INTRODUCED BY

97-199

PROPOSED NO.

MOTION NO. 10180

A MOTION authorizing an interlocal agreement between King County and the city of Snoqualmie for the purpose of jointly sponsoring the United States Army Corps of Engineers Section 205 Snoqualmie River flood control project.

WHEREAS, the city of Snoqualmie and the surrounding unincorporated lands include King County's most numerous concentrated residential and commercial developments in flood hazard areas, and

WHEREAS, the parties have long sought to reduce the hazards in this area, have adopted comprehensive flood hazard reduction plans for this reach of the Snoqualmie River system, and have recognized the benefits of cooperative, regional solutions to these flooding problems, and

WHEREAS, in 1988, the United States Army Corps of Engineers, hereinafter referred to as the "Corps," proposed a major channel widening and over bank excavation project to lower flood depths in the area under Section 205 of the 1948 Flood Control Act, as amended, and

WHEREAS, in 1990 the parties agreed to co-sponsor the proposed Corps 205 project in an agreement between the city of Snoqualmie, King County, and the Snoqualmie Ridge Associates regarding the city's future annexation of property on the Lake Alice plateau, and reaffirmed their interest in a subsequent joint letter dated June 24, 1994, and

WHEREAS, the Puget Sound Power and Light Company has proposed modifications to their hydroelectric facilities located at the downstream end of the proposed Corps project as part of the Snoqualmie Falls Hydroelectric Project (FERC Project No. 2493) Relicense Application, certain of which modifications may potentially be integrated into an overall flood control program for this area, and

WHEREAS, the parties in conjunction with the Weyerhaeuser Company, Puget Sound Power and Light Company, and Puget Western Incorporated have jointly participated in and funded detailed hydraulic studies of the Snoqualmie River near the city which have analyzed the flood reduction benefits and cost effectiveness of several alternative project designs in this reach of the river system, and

1 WHEREAS, the parties have agreed that Alternative 4C of the Snoqualmie River Flood
2 Control Project Study, prepared by the firm of Northwest Hydraulic Consultants, included project
3 elements that appear to have the most promise in cost-effectively reducing flood stage and flood
4 damage in the city and in unincorporated King County in the vicinity of the city, and

5 WHEREAS, the parties, in a letter dated April 2, 1996, jointly requested assistance from
6 the Corps under their Section 205 authority to carry out a feasibility analysis on Alternative 4C
7 and jointly pledged other required items of local sponsorship and local funding, and

8 WHEREAS, the parties agree that it would be most convenient for purposes of dealing
9 with the Corps to have a single official local sponsor, while maintaining joint and co-equal
10 decision making authority as between the County and the city, and

11 WHEREAS, the Corps has completed a scope of work and cost estimate for the
12 Snoqualmie River Feasibility Study which the parties have reviewed and concurred in and said
13 scope of work is incorporated in the Feasibility Cost Sharing Agreement (FCSA) which is
14 completed and ready for review and approval by the County who will act as the official local
15 sponsor, and

16 WHEREAS, in the fiscal year 1996, Congress appropriated \$500,000 specifically for the
17 Corps Section 205 Snoqualmie River Flood Control Project and the parties are prepared to fund
18 their respective local share of the FCSA and carry out other roles and responsibilities specified in
19 the FCSA and,

20 WHEREAS, the parties agree that the Corps 205 project is in their mutual interests and
21 mutual benefits and an Interlocal Agreement setting forth the joint and individual responsibilities
22 and commitments of the parties is necessary to initiate the Corps Project, and

23 WHEREAS, the parties wish to memorialize their Agreement to cooperate as joint local
24 sponsors in the Corps Section 205 Snoqualmie River Flood Control Project, and to be responsible
25 for the obligations of the Sponsor as set forth in the Feasibility Cost Sharing Agreement (FCSA)
26 with the Corps, and

27 WHEREAS, each of the parties is authorized to enter into an agreement for cooperative
28 action by RCW 39.34, the Interlocal Cooperation Act;

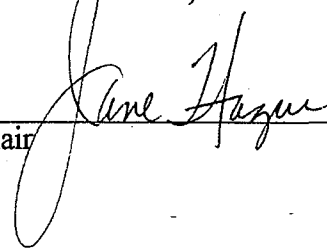
29 NOW THEREFORE, BE IT MOVED, by the council of King County:

The county executive is hereby authorized to enter into an interlocal agreement (in

1 substantially the same form as Exhibit A) with the city of Snoqualmie for the joint local
2 sponsorship of the United States Army Corps of Engineer Section 205 Snoqualmie River flood
3 control project and a feasibility cost sharing agreement (in substantially the same form as Exhibit
4 B) with the United States Army Corps of Engineers to serve as the designated local sponsor of
5 the Corps Section 205 Snoqualmie River flood control project.

6 PASSED by a vote of 12 to 0 this 7th day
7 of April, 19 97.

8
9 KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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11 
12 Chair

13 ATTEST:

14 
15 ~~ACTING~~ Clerk of the Council

16 Attachments:

- 17 A. Interlocal Agreement between King County and the City of Snoqualmie
- 18 B. Feasibility Cost Sharing Agreement between King County and the United States Army
19 Corps of Engineers
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1 INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF
2 SNOQUALMIE FOR THE JOINT LOCAL SPONSORSHIP OF THE US ARMY CORPS
3 OF ENGINEERS SECTION 205 SNOQUALMIE RIVER FLOOD CONTROL PROJECT
4

5 This Agreement is entered into by King County, Department of Natural Resources, Water
6 and Land Resources Division, hereinafter referred to as the "County," and the City of Snoqualmie,
7 hereinafter referred to as the "City," collectively referred to as the "parties."
8

9 WHEREAS, the City of Snoqualmie and the surrounding unincorporated lands include
10 King County's most numerous concentrated residential and commercial developments in flood
11 hazard areas, and

12 WHEREAS, the parties have long sought to reduce the hazards in this area, have adopted
13 comprehensive flood hazard reduction plans for this reach of the Snoqualmie River system, and
14 have recognized the benefits of cooperative, regional solutions to these flooding problems, and

15 WHEREAS, in 1988, the United States Army Corps of Engineers, hereinafter referred to
16 as the "Corps," proposed a major channel widening and over bank excavation project to lower
17 flood depths in the area under Section 205 of the 1948 Flood Control Act, as amended, and

18 WHEREAS, in 1990 the parties agreed to co-sponsor the proposed Corps 205 project in
19 an Agreement between the City of Snoqualmie, King County, and the Snoqualmie Ridge
20 Associates regarding the City's future annexation of property on the Lake Alice plateau, and
21 reaffirmed their interest in a subsequent joint letter dated June 24, 1994, and

22 WHEREAS, the Puget Sound Power and Light Company has proposed modifications to
23 their hydroelectric facilities located at the downstream end of the proposed Corps project as part
24 of the Snoqualmie Falls Hydroelectric Project (FERC Project No. 2493) Relicense Application,
25 certain of which modifications may potentially be integrated into an overall flood control program
26 for this area, and

27 WHEREAS, the parties in conjunction with the Weyerhaeuser Company, Puget Sound
28 Power and Light Company, and Puget Western Incorporated have jointly participated in and
29

1 funded detailed hydraulic studies of the Snoqualmie River near the City which have analyzed the
2 flood reduction benefits and cost effectiveness of several alternative project designs in this reach
3 of the river system, and

4 WHEREAS, the parties have agreed that Alternative 4C of the Snoqualmie River Flood
5 Control Project Study, prepared by the firm of Northwest Hydraulic Consultants, included project
6 elements that appear to have the most promise in cost-effectively reducing flood stage and flood
7 damage in the City and in unincorporated King County in the vicinity of the City, and

8 WHEREAS, the parties, in a letter dated April 2, 1996, jointly requested assistance from
9 the Corps under their Section 205 authority to carry out a feasibility analysis on Alternative 4C
10 and jointly pledged other required items of local sponsorship and local funding, and

11 WHEREAS, the parties agree that it would be most convenient for purposes of dealing
12 with the Corps to have a single official local sponsor, while maintaining joint and co-equal
13 decision making authority as between the County and the City, and

14 WHEREAS, the Corps has completed a scope of work and cost estimate for the
15 Snoqualmie River Feasibility Study which the parties have reviewed and concurred in and said
16 scope of work is incorporated in the Feasibility Cost Sharing Agreement (FCSA) which is
17 completed and ready for review and approval by the County who will act as the official local
18 sponsor, and

19 WHEREAS, in the fiscal year 1996, Congress appropriated \$500,000 specifically for the
20 Corps Section 205 Snoqualmie River Flood Control Project and the parties are prepared to fund
21 their respective local share of the FCSA and carry out other roles and responsibilities specified in
22 the FCSA and,

23 WHEREAS, the parties agree that the Corps 205 project is in their mutual interests and
24 mutual benefits and an Interlocal Agreement setting forth the joint and individual responsibilities
25 and commitments of the parties is necessary to initiate the Corps Project, and

26 WHEREAS, the parties wish to memorialize their Agreement to cooperate as joint local
27 sponsors in the Corps Section 205 Snoqualmie River Flood Control Project, and to be responsible
28
29

1 for the obligations of the Sponsor as set forth in the Feasibility Cost Sharing Agreement (FCSA)
2 with the Corps dated _____, and

3 WHEREAS, each of the parties is authorized to enter into an agreement for cooperative
4 action by RCW 39.34, the Interlocal Cooperation Act;

5 NOW THEREFORE, the parties agree as follows:

6 **I. RESPONSIBILITIES OF THE PARTIES**

7 The parties agree that the responsibilities under this Agreement relate to coordinating,
8 overseeing and carrying out the activities required to completed the Feasibility Study Scope of
9 Work described in the CORPS FCSA, Exhibit A, attached to this Agreement and incorporated
10 herein.

11 **A. KING COUNTY**

- 12 1. King County, through the Water and Land Resources Division of the Department of
13 Natural Resources, will serve as the official, designated local sponsor of the Corps
14 Section 205 Snoqualmie River Flood Control Project and will be the responsible
15 agency for entering into the FCSA.
- 16 2. King County will provide in-kind work associated with the feasibility study as
17 specified in Exhibit A, attached to this Agreement and incorporated herein.
- 18 3. King County agrees to work with the City in seeking formal commitments from other
19 parties for cash and in-kind contributions to offset the local sponsor requirements of
20 the FCSA and/or to expedite the completion of the Project.
- 21 4. King County will provide the City with copies of all published work products, studies,
22 reports and related information and material associated with the Corps Feasibility
23 Study and provide the City with equal opportunity to review and comment on all draft
24 work products. The County will coordinate sponsor review and comments on draft
25 work products and provide the Corps with timely feedback in accordance with the
26 approved work plan schedule. The County agrees that all actions to be taken and
27 decisions to be made that significantly affect the scope, benefits, impacts, or costs of
28 the project shall require the concurrence of the City.

1 5. King County hereby designates the Director of the Department of Natural Resources
2 and the Manager of the Water and Land Resources Division or their respective
3 designees as its representatives on the Executive Committee specified in Article IV of
4 the FCSA.

5 **B. CITY**

- 6 1. The City agrees to serve as a cooperating local sponsor of the Corps Section 205
7 Snoqualmie River Flood Control Project with King County. As a cooperating local
8 sponsor, the City agrees to fulfill its obligations established under this Agreement and
9 to coordinate the project with interested parties in the City of Snoqualmie.
- 10 2. The City agrees to provide in-kind services in accordance with the Feasibility Study as
11 specified in Exhibit A, attached to this Agreement and incorporated herein.
- 12 3. The City agrees to work with King County in seeking formal commitments from other
13 parties for cash and in-kind contributions to offset the local sponsor requirements of
14 the FCSA and/or to expedite the completion of the project.
- 15 4. The City agrees to designate staff to consult with the County on all aspects of the
16 Corps Feasibility Study. The City agrees to provide timely review and comment to the
17 County on draft work products in accordance with timelines and schedules of the
18 FCSA.
- 19 5. The City shall designate one staff member, to be appointed by the Mayor, and one
20 member of the City Council, to be selected by the City Council, as the City's
21 representatives on the Executive Committee specified in Article IV of the FCSA.
22 Such designations shall be made within thirty days after execution of this Agreement
23 by the parties.

24 **II COSTS**

25 A. The total project costs for the Snoqualmie River Feasibility Study are estimated as follows:

26	Corps of Engineers	\$225,646
27	Sponsor (In-Kind Services)	<u>75,060</u>
28	Total	\$300,706

1 B. The local sponsor cash requirement for the project is determined as follows:

2	Half of Total Project Cost	\$150,353
3	Less Sponsor In-Kind Work	<u>75,060</u>
4	Cash Requirement	\$75,293

5 C. King County will provide 50 percent of the cash match required for the FCSA, not to exceed
6 \$37,500, unless otherwise agreed to in accordance with the amendment provisions of this
7 Agreement.

8 D. The City agrees to provide 50 percent of the cash match established in the FCSA between the
9 Corps and King County, not to exceed \$37,500, unless otherwise agreed to in accordance
10 with the amendment provisions of this Agreement, provided, the City reserves the right to
11 negotiate a different percentage division of the local match for subsequent phases of the Corps
12 205 project.

13 E. In the event that project costs for the Corps or the Local Sponsor exceed the estimates as set
14 forth above, the parties agree to make a detailed accounting of the additional expenditures and
15 to delay further work on the project until Agreement is reached on the revised budget totals
16 and the not-to-exceed costs have been modified by amendment of this Agreement.

17 F. The parties represent that funds for this project have been appropriated and are available. To
18 the extent that this project requires future appropriations beyond current appropriation
19 authority, the parties' obligations are contingent upon the appropriation of sufficient funds to
20 complete the activities described herein. If no such appropriation is made, this Agreement will
21 terminate.

22 III. BILLING AND PAYMENT

23 A. King County will invoice the City for its share of the cash match required for all or part of the
24 FCSA in accordance with the provisions and deadlines established in the FCSA.

25 B. The City agrees to pay invoices for its share of local match costs within 60 days of receipt.

26 C. Any excess or deficit of local cash contributions at the conclusion of the study period or
27 termination of the FCSA will be shared equally between the County and City.
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29

1 **IV. DISPUTE RESOLUTION**

- 2 A. The parties agree to seek in good faith the resolution of issues through negotiation and other
3 forms of non-binding alternative dispute resolution mutually acceptable to the parties.
- 4 B. The parties agree to use the Study Management Team and the Executive Committee
5 established in the FCSA as the initial point of discussion for dispute resolution.
- 6 C. In the event disputes cannot be resolved by the Study Management Team or Executive
7 Committee, the parties agree the dispute will be forwarded to their respective Executive
8 Officers for resolution.

9 **V. DURATION, TERMINATION AND AMENDMENT**

- 10 A. This Agreement is effective immediately upon signature by both parties and will remain in
11 effect until the completion of the Feasibility Study as provided in the FCSA, but not later than
12 June 30, 1998.
- 13 B. This Agreement may be terminated by either party on 30 days written notice to the other
14 party. In event of termination of this Agreement, each party is responsible for its respective
15 costs incurred up to the effective date of termination.
- 16 C. This Agreement may be amended only by written Agreement of the parties hereto.
- 17 D. This Agreement is not assignable by either party, either in whole or in part.
- 18 E. This Agreement is the complete expression of the terms hereto and any oral or written
19 representations or understandings not incorporated herein are excluded. The parties
20 recognize that time is of the essence in the performance of the provisions of this Agreement.
21 Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of
22 breach of any provision of this Agreement shall not be deemed to be a waiver of any other or
23 subsequent breach and shall not be construed to be a modification of the terms of the
24 Agreement unless stated to be such through written approval by the parties which shall be
25 attached to the original Agreement.

26 **VI. INDEMNIFICATION AND HOLD HARMLESS**

27 Each party shall protect, defend, indemnify, and save harmless the other party, its officers,
28 officials, employees, and agents, while acting within the scope of its employment as such, from
29

1 any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way
2 resulting from either party's own negligent acts or omissions. Each party agrees that its
3 obligations under this subparagraph extend to any claim, demand, and/or cause of action brought
4 by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual
5 negotiation, hereby waives, with respect to the other party only, any immunity that would
6 otherwise be available against such claims under the Industrial Insurance provisions of Title 51
7 RCW. In the event that either party incurs any judgment, award, and/or cost arising therefrom,
8 including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and
9 costs shall be recoverable from the responsible party to the extent of that party's culpability.

10
11 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the
12 ____ day of _____, 199

13
14 **KING COUNTY:**

SNOQUALMIE:

15
16
17 _____
18 King County Executive

Mayor

19 Approved as to form:

Approved as to form:

20
21 _____
22 Deputy Prosecuting Attorney

City Attorney

AGREEMENT
BETWEEN THE DEPARTMENT OF THE ARMY
AND
KING COUNTY, WASHINGTON
FOR THE SNOQUALMIE RIVER AT SNOQUALMIE, WA FLOOD REDUCTION STUDY

THIS AGREEMENT is entered into this _____ day, of _____, 19____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer executing this Agreement, and King County, Washington (hereinafter the "Sponsor"),

WITNESSETH, that

WHEREAS, the Congress has authorized the U.S. Army Corps of Engineers to conduct studies of flood damage reduction pursuant to the authority provided by Section 205 of the 1948 Flood Control Act, as amended; and

WHEREAS, the U.S. Army Corps of Engineers has conducted a reconnaissance study of flood damage reduction for the Snoqualmie River at Snoqualmie, Washington pursuant to this authority, and has determined that further study in the nature of a "Feasibility Phase Study" (hereinafter the "Study") is required to fulfill the intent of the study authority and to assess the extent of the Federal interest in participating in a solution to the identified problem; and

WHEREAS, Section 105 of the Water Resources Development Act of 1986 (Public Law 99-662, as amended) specifies the cost sharing requirements applicable to the Study;

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in study cost sharing and financing in accordance with the terms of this Agreement; and

WHEREAS, the Sponsor and the Government understand that entering into this Agreement in no way obligates either party to implement a project and that whether the Government supports a project authorization and budgets it for implementation depends upon, among other things, the outcome of the Study and whether the proposed solution is consistent with the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies and with the budget priorities of the Administration;

NOW THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

For the purposes of this Agreement:

A. The term "study costs" shall mean all disbursements by the Government pursuant to this Agreement, from Federal appropriations or from funds made available to the Government by the Sponsor, and all Negotiated Costs of work performed by the Sponsor pursuant to this Agreement. Study Costs shall include, but not be limited to: labor charges; direct costs; overhead expenses; supervision and administration costs; the costs of contracts with third parties, including termination or suspension charges; and any termination or suspension costs (ordinarily defined as those costs necessary to terminate ongoing contracts or obligations and to properly safeguard the work already accomplished) associated with this Agreement.

B. The term "study period" shall mean the time period for conducting the Study, commencing with the release to the U.S. Army Corps of Engineers Seattle District of initial Federal feasibility funds following the execution of this Agreement and ending with the Chief of Engineers' acceptance of the study.

C. The term "IPMP" shall mean the Initial Project Management Plan, which is attached to this Agreement and which shall not be considered binding on either party and is subject to change by the Government.

D. The term "negotiated costs" shall mean the costs of in-kind services to be provided by the Sponsor in accordance with the IPMP.

E. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

ARTICLE II - OBLIGATIONS OF PARTIES

A. The Government, using funds and in-kind services provided by the Sponsor and funds appropriated by the Congress of the United States, shall expeditiously prosecute and complete the Study, in accordance with the provisions of this Agreement and Federal laws, regulations, and policies.

B. In accordance with this Article and Article III of this Agreement, the Sponsor shall contribute cash and in-kind services equal to fifty (50) percent of total Study Costs. The Sponsor may, consistent with applicable law and regulations, contribute up to 25 percent of total Study Costs through the provision of in-kind services. The in-kind services to be provided by the Sponsor, the estimated negotiated costs for those services, and the estimated schedule under which those services are to be provided are specified in the IPMP. Negotiated Costs shall be subject to an audit by the Government to determine reasonableness, allocability, and allowability.

C. The Sponsor understands that the schedule of work may require the Sponsor to provide cash or in-kind services at a rate that may result in the Sponsor temporarily diverging from the obligations concerning cash and in-kind services specified in paragraph B of this Article. Such temporary divergences shall be identified in the quarterly reports provided for in Article III.A. of this Agreement and shall not alter the obligations concerning costs and services specified in paragraph B of this Article or the obligations concerning payment specified in Article III of this Agreement.

D. If, upon the award of any contract or the performance of any in-house work for the Study by the Government or the Sponsor, cumulative financial obligations of the Government and the Sponsor would exceed \$100,000, the Government and the Sponsor agree to defer award of that and all subsequent contracts, and performance of that and all subsequent in-house work, for the Study until the Government and the Sponsor agree to proceed, but in no event shall such a deferral exceed two years.

E. No Federal funds may be used to meet the Sponsor's share of Study Costs unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

F. The award and management of any contract with a third party in furtherance of this Agreement which obligates Federal appropriations shall be exclusively within the control of the Government. The award and management of any contract by the Sponsor with a third party in furtherance of this Agreement which obligates funds of the Sponsor and does not obligate Federal appropriations shall be exclusively within the control of the Sponsor, but shall be subject to applicable Federal laws and regulations.

ARTICLE III - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties, current projections of total Study Costs, and current projections of each party's share of total Study Costs. At least quarterly, the Government shall provide the Sponsor a report setting forth this information. Total Study Costs are currently estimated to be \$300,706 and the Sponsor's share of total Study Costs is currently estimated to be \$150,353. In order to meet the Sponsor's cash payment requirements, the Sponsor must provide a cash contribution estimated to be \$75,293. The dollar amounts set forth in this Article are based upon the Government's best estimates, which reflect projected costs, price-level changes, and anticipated inflation. Such cost estimates are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Sponsor.

B. The Sponsor shall provide its cash contribution required under Article II.B. of this Agreement in accordance with the following provisions:

1. For purposes of budget planning, the Government shall notify the Sponsor by 1 September of each year of the estimated funds that will be required from the Sponsor to meet the Sponsor's share of total Study Costs for the upcoming fiscal year.

2. No later than 30 calendar days prior to the scheduled date for the Government's issuance of the solicitation for the first contract for the Study or for the Government's anticipated first significant in-house expenditure for the Study, the Government shall notify the Sponsor in writing of the funds the Government determines to be required from the Sponsor to meet its required share of total Study Costs for the first fiscal year of the Study. No later than 15 calendar days thereafter, the Sponsor shall [1] provide the Government the full amount of the required funds by delivering a check payable to "FAO, USAED, Seattle" to the District Engineer.

3. For the second and subsequent fiscal years of the Study, the Government shall, no later than 60 calendar days prior to the beginning of the fiscal year, notify the Sponsor in writing of the funds the Government determines to be required from the Sponsor to meet its required share of total Study Costs for that fiscal year, taking into account any temporary divergences identified under Article II.C. of this Agreement. No later than 30 calendar days prior to the beginning of the fiscal year, the Sponsor shall make the full amount of the required funds available to the Government through the funding mechanism specified in paragraph B.2. of this Article.

4. The Government shall draw from the funds provided by the Sponsor such sums as the Government deems necessary to cover the Sponsor's share of contractual and in-house fiscal obligations attributable to the Study as they are incurred.

5. In the event the Government determines that the Sponsor must provide additional funds to meet its share of Study Costs, the Government shall so notify the Sponsor in writing. No later than 60 calendar days after receipt of such notice, the Sponsor shall make the full amount of the additional required funds available through the funding mechanism specified in paragraph B.2. of this Article.

C. Within ninety (90) days after the conclusion of the Study Period or termination of this Agreement, the Government shall conduct a final accounting of Study Costs, including disbursements by the Government of Federal funds, cash contributions by the Sponsor, and credits for the Negotiated Costs of the Sponsor, and shall furnish the Sponsor with the

results of this accounting. Within thirty (30) days thereafter, the Government, subject to the availability of funds, shall reimburse the Sponsor for the excess, if any, of cash contributions and credits given over its required share of total Study Costs, or the Sponsor shall provide the Government any cash contributions required for the Sponsor to meet its required share of total Study Costs.

ARTICLE IV - STUDY MANAGEMENT AND COORDINATION

A. To provide for consistent and effective communication, the Sponsor and the Government shall appoint named senior representatives to an Executive Committee. Thereafter, the Executive Committee shall meet regularly until the end of the Study Period.

B. Until the end of the Study Period, the Executive Committee shall generally oversee the Study consistently with the IPMP.

C. The Executive Committee may make recommendations that it deems warranted to the Government on matters that it oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider such recommendations. The Government has the discretion to accept, reject, or modify the Executive Committee's recommendations.

D. The Executive Committee shall appoint representatives to serve on a Study Management Team. The Study Management Team shall keep the Executive Committee informed of the progress of the Study and of significant pending issues and actions, and shall prepare periodic reports on the progress of all work items identified in the IPMP.

ARTICLE V - DISPUTES

Before a party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, the party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

ARTICLE VI - MAINTENANCE OF RECORDS

A. Within 60 days of the effective date of this Agreement, the Government and the Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total Study Costs. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments at 32 C.F.R. Section 33.20. The Government and the Sponsor shall maintain such books,

records, documents, and other evidence in accordance with these procedures for a minimum of three years after completion of the Study and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

B. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Sponsor is required to conduct under the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits shall be included in total Study Costs and shared in accordance with the provisions of this Agreement.

ARTICLE VII - RELATIONSHIP OF PARTIES

The Government and the Sponsor act in independent capacities in the performance of their respective rights and obligations under this Agreement, and neither is to be considered the officer, agent, or employee of the other.

ARTICLE VIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE IX - FEDERAL AND STATE LAWS

In the exercise of the Sponsor's rights and obligations under this Agreement, the Sponsor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.11 issued pursuant thereto and published in 32 C.F.R. Part 195, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

ARTICLE X - TERMINATION OR SUSPENSION

A. This Agreement shall terminate at the end of the Study Period; provided, that prior to such time and upon thirty (30) days written notice, either party may terminate or suspend this Agreement. In addition, the Government shall terminate this Agreement immediately upon any failure of the Sponsor to fulfill its obligations under Article III of this Agreement. In the event that either party elects to terminate this Agreement, both parties shall conclude their activities relating to the Study and

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proceed to a final accounting in accordance with Article III.C. of this Agreement. Upon termination of this Agreement, all data and information generated as part of the Study shall be made available to both parties.

B. Any termination of this Agreement shall not relieve the parties of liability for any obligations previously incurred, including the costs of closing out or transferring any existing contracts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer for the U.S. Army Corps of Engineers, Seattle District.

DEPARTMENT OF THE ARMY

[SPONSOR]

BY

Colonel, Corps of Engineers
District Engineer
Seattle District

BY

(Title)

Attachment - Initial Project Management Plan

10180-

Initial Project Management Plan
for the Snoqualmie River at Snoqualmie, WA
Section 205 Flood Damage Reduction Study

This IPMP provides details on the work items, costs, and estimated schedule for completion of the feasibility report (DPR) of the Snoqualmie River at Snoqualmie, WA Study. The sponsor (King County), City of Snoqualmie, and Corps have all participated in the negotiations associated with the cost estimate and work items, and the attached represents the best estimate of work and costs at this time (see enclosure 1). The attached schedule (enclosure 2) also represents the best estimate of report completion at this time.

A few important studies have previously been conducted in the City of Snoqualmie reach of the Snoqualmie River, and the results of these studies will be used to the extent possible to avoid duplication of effort and to keep new study costs down. These prior studies and reports include: 1) the Corps of Engineers preliminary draft flood damage reduction study report for Snoqualmie (March 1988), 2) the FERC Final Environmental Impact Statement for the Snoqualmie Falls Hydroelectric Project (September 1996), and 3) the Snoqualmie River Flood Control Project Pre-Feasibility Investigation Final Report (March 1996). The third report, which was produced by Northwest Hydraulic Consultants (NHC) for the City of Snoqualmie, King County, and others, is of particular importance to this Corps of Engineers feasibility study because the present scope of work and cost estimate as detailed in enclosure 1 is based on the study of a flood damage reduction alternative detailed in the NHC report. The alternative that will be investigated in this Corps of Engineers feasibility study is the alternative that is described on page 24 of the NHC report. This alternative consists of 5 elements: 1) left bank widening downstream of the Highway 202 Bridge, 2) right bank widening downstream of the bridge, 3) removal of the Mill Pond berm upstream of the bridge, 4) channel widening upstream of the bridge, and 5) removal of an abandoned railroad bridge that is upstream of the Highway 202 bridge. This alternative is not only the County's and City's preferred alternative at this time, but (based on all previous flood damage reduction studies conducted in and near the City of Snoqualmie), this alternative also appears to be the national economic development (NED) plan.

2 enclosures

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Cost Estimate for the
Snoqualmie River Feasibility Study

1. Public Involvement. The public involvement program will include one formal public meeting after the draft report and EA has been mailed, one public workshop near the beginning of the study, and one or two smaller meetings. Labor for study management and the technical sections under public involvement is not covered under this account.

a. Corps of Engineers. Prepare and mail meeting notices, prepare visual aids, and handout materials.

Engineer technician - 3.5 days @ \$400	PL-CP	\$1,400
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b. <u>Sponsor.</u> Audio-visual and other meeting support, including meeting place rental.	Sponsor	\$800
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CORPS SUBTOTAL	\$1,400
SPONSOR SUBTOTAL	<u>800</u>
PUBLIC INVOLVEMENT SUBTOTAL	\$2,200

2. Study Management. This account includes all activities related to the management of the feasibility study. Activities include: programming and managing study funds, scheduling work tasks, participation by the Corps and sponsor in the Executive Committee, participation of the Corps' Programs Management Office, participation in coordination meetings for the Corps and the sponsor, input to various management reports, preparing correspondence pertaining to the study, attendance by study manager and sponsor in meetings covered under task #1, and the coordination with agencies and the public. This account also includes a study contingency that could be used for any unforeseen study cost.

a. Corps of Engineers.

Study manager labor.	26 days @ \$552	PL-CP	\$14,352
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CP Section supervision.	2 days @ \$684	PL-CP	\$1,368
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Study contingency.	Corps	\$5,000
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b. Sponsor.

Study manager type labor.	24 days @ 580	Sponsor	\$13,920
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Supervisory costs.		\$1,000
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CORPS SUBTOTAL	\$20,720
SPONSOR SUBTOTAL	<u>14,920</u>
STUDY MANAGEMENT SUBTOTAL	\$35,640

3. Plan Formulation. This account includes the evaluation of

the primary alternative, slight variations to this alternative, and an evaluation of the no Corps action alternative. The primary alternative is a structural plan that has 5 elements. The alternative is at this time the County and City's preferred alternative, and it appears to be the NED plan.

a. Corps of Engineers.

Study manager labor.	26 days @ \$552	PL-CP	\$14,352
CP Section supervision.	1 day @ \$684	PL-CP	\$684

b. Sponsor.

Study manager type labor.	26 days @ \$580	Sponsor	\$15,080
Supervisory costs.			\$1,000

CORPS SUBTOTAL			\$15,036
SPONSOR SUBTOTAL			<u>16,080</u>
PLAN FORMULATION AND EVALUATION SUBTOTAL			\$31,116

4. Report Preparation. This account includes writing, word processing, reviewing, revising, reproducing, and distributing the draft and final feasibility report. It also includes reproducing and distributing the draft and final environmental assessment, the Section 404 documentation, and all appendices to the feasibility report.

a. Corps of Engineers.

Study manager costs associated with preparation of the draft detailed project report (DPR).	16 days @ \$552	PL-CP	\$8,832
CP Section supervision.	1 day @ \$684	PL-CP	\$684
Printing and reproduction.		Corps	\$500
Study manager costs associated with preparation of the final DPR.	8 days @ \$552	PL-CP	\$4,416
Printing and reproduction.		Corps	\$500

b. Sponsor.

Study manager type labor associated with preparation of the draft DPR.	8 days @ \$580	Sponsor	\$4,640
Study manager type labor associated with preparation of the final DPR.	4 days @ \$580	Sponsor	\$2,320

CORPS SUBTOTAL			\$14,932
SPONSOR SUBTOTAL			<u>6,960</u>

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REPORT PREPARATION SUBTOTAL

\$21,892

5. Economic Analysis. This account includes Corps studies needed to complete an economic assessment of the primary alternative.

a. Corps of Engineers.

Determine flood plain characteristics. 1 day @ \$598	PL-CP	\$598
Collect market value data. 2 days @ \$598	PL-CP	\$1,196
Determine existing flood damages. 10 days @ \$598	PL-CP	\$5,980
Estimate other flood related costs. 3 days @ \$598	PL-CP	\$1,794
Forecast activities in affected area. 3 days @ \$598	PL-CP	\$1,794
Estimate potential land use. 2 days @ \$598	PL-CP	\$1,196
Estimate future flood damages. 2 days @ \$598	PL-CP	\$1,196
Compute NED benefits for one alt. (5 elements). 6 days @ \$598	PL-CP	\$3,588
Perform incremental economic analysis for each project element. 4 days @ \$598	PL-CP	\$2,392
Risk and uncertainty analysis. 3 days @ \$598	PL-CP	\$1,794
Financial analysis. 4 days @ \$598	PL-CP	\$2,392
Economic report preparations/revisions. 8 days @ \$598	PL-CP	\$4,784

b. Sponsor. 9 days @ \$580 to review Corps work, provide input to the Corps financial analysis, and provide other economic input as needed. Sponsor \$5,220

CORPS SUBTOTAL	\$28,704
SPONOSR SUBTOTAL	5,220
ECONOMIC ANALYSIS SUBTOTAL	\$33,924

6. Environmental Studies, except U.S. Fish and Wildlife Service Studies. This account includes environmental data collection and

analysis, cultural resource work, agency coordination, preparation of an EA, Section 404 documentation, and the determination of environmental impacts of the plan under consideration.

a. Corps of Engineers.

Coordinate Federal, state, and local agency input into environmental portions of the feasibility study.

9 days @ \$500	PL-ER	\$4,500
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Cultural resources reconnaissance.

5 days @ \$500	PL-ER	\$2,500
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Alternative formulation and mitigation planning, including wetland strategy, if applicable.

10 days @ \$500	PL-ER	\$5,000
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Draft, review, revise, and coordinate draft EA and Section 404 evaluation.

18 days @ \$500	PL-ER	\$9,000
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Prepare responses to review comments and final EA.

10 days @ \$500	PL-ER	\$5,000
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ER Section supervision and administration.

4 days @ \$622	PL-ER	\$2,488
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b. Sponsor. 10 days @ \$580 to review Corps work and add environmental input as needed.

	Sponsor	\$5,800
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CORPS SUBTOTAL	\$28,488
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SPONSOR SUBTOTAL	5,800
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ENVIRONMENTAL STUDIES SUBTOTAL	\$34,288
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7. U.S. Fish and Wildlife Service Studies. This account includes studies conducted by the Fish and Wildlife Service as required by the Fish and Wildlife Coordination Act. The Service will produce a planning aid letter about 3 months after beginning the cost-shared feasibility phase, a draft fish and wildlife coordination act report, and a final report. The Service will receive their funds as transfer funds from the Corps of Engineers.

25 man-days @ \$600	FWS	\$15,000
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FWS SUBTOTAL	\$15,000
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8. Design Work. This account includes preliminary design of the primary alternative (which has 5 elements). It includes the design of any needed structures and relocations, and an estimate of average annual operation, maintenance, and replacement costs.

a. Corps of Engineers.

Layout of all elements of the primary alternative

(except the bridge removal element), with possibility of minor refinements.

12 days @ \$490	DB-CD	\$5,880
Quantity take-off for the above. 5 days @ \$490	DB-CD	\$2,450
Design and coordination of mitigation features and input to the EA. 5 days @ \$490	DB-CD	\$2,450
Developing railroad bridge removal plan, drawings, quantity take-off for cost estimate. 5 days @ \$490	DB-CD	\$2,450
Construction methods and schedule. 3 days @ \$490	DB-CD	\$1,470
Develop future plan of action for plans and specifications phase. 2 days @ \$490	DB-CD	\$980
Technical report and drawings. 10 days @ \$490	DB-CD	\$4,940
Supervision and review. 5 days @ \$490	DB-CD	\$2,450
b. <u>Sponsor.</u> 4 days @ \$580 to review Corps work and provide design input as needed.	Sponsor	\$2,320
CORPS SUBTOTAL		\$23,070
SPONSOR SUBTOTAL		2,320
DESIGN WORK SUBTOTAL		\$25,390

9. Electrical Work. This account includes all work needed to plan relocation of power and telephone lines. The main element of concern for this work is the left bank channel widening element.

a. Corps of Engineers.

Attend coordination meetings, review sponsor provided work, and put work into proper Corps format. 4.5 days @ \$532	DB-EL	\$2,394
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b. Sponsor.

Prepare design analysis and electrical layout of relocated power and telephone lines. 15 days @ \$580	Sponsor	\$8,700
Coordination with local telephone company. 2 days @ \$580	Sponsor	\$1,160
Supervisory costs.		\$1,000

Electrical CADD work.	5 days @ \$580	Sponsor	\$2,900
CORPS SUBTOTAL			\$2,394
SPONSOR SUBTOTAL			\$13,760
ELECTRICAL WORK SUBTOTAL			\$16,154

10. Cost Engineering. This account includes all work needed to complete a feasibility level cost estimate that meets all Corps requirements.

a. <u>Corps of Engineers.</u>	EN-CE		\$6,000
b. <u>Sponsor.</u>	2 days @ \$580 to review Corps work		\$1,160
CORPS SUBTOTAL			\$6,000
SPONSOR SUBTOTAL			1,160
COST ENGINEERING SUBTOTAL			\$7,160

11. Geotechnical Investigations. This account includes the investigation, exploration, and analysis of foundations and materials related to the primary alternative.

a. <u>Corps of Engineers.</u>			
Field recon for exploration.			
2 days @ \$550	GT-GI		\$1,100
Rock mapping and evaluation.			
3 days @ \$550	GT-GE		\$1,650
Corps office studies and report.			
12.5 days @ \$550	GT-GI		\$6,875
Geotechnical Branch supervision and admin.			
3 days @ \$700	GT		\$2,100
b. <u>Sponsor.</u>	3 days @ \$580 to review Corps work and add input as needed.	Sponsor	\$1,740
CORPS SUBTOTAL			\$11,725
SPONSOR SUBTOTAL			1,740
GEOTECHNICAL INVESTIGATIONS SUBTOTAL			\$13,465

12. Hydrology and Hydraulic Investigations. This account includes collection and analysis of basic hydrologic data and the analysis of river flow and water heights under natural and controlled conditions.

a. <u>Corps of Engineers.</u>			
Review previous hydrologic analysis performed by NHC.	3 days @ \$446	HH-HY	\$1,338

Update Snoqualmie River frequency curves through 1996, and revise as needed. 3 days @ \$446	HH-HY	\$1,338
Complete Hydrology Report. 5 days @ \$446	HH-HY	\$2,230
Technical review. 3 days @ \$650	HH-HY	\$1,950
Supervision and admin. (hydrology)	HH	\$1,350
Review NHC report for hydraulic concerns. 2 days @ \$708	HH-HY	\$1,416
Develop existing condition flood inundation map for 5 flood frequencies using verbatim results from NHC's model/report. 2.5 days @ \$708	HH-HY	\$1,770
Develop with project flood inundation map for entire 5 element project from NHC using NHC work verbatim for 5 flood frequencies. 2.5 days @ \$708	HH-HY	\$1,770
In conjunction with Corps economist, develop needed with-project flood inundation mapping and floodplain hydraulic data to support the incremental economic analysis for various elements of the 5 element project. 4 days @ 708	HH-HY	\$2,832
Review results of old Corps unsteady model of early 80's to better understand how downstream impact on water surface profile was determined. 0.5 days @ \$708	HH-HY	\$354
Use results of old unsteady model to estimate impact on downstream water surface profile for the 5 element plan. 0.5 days @ \$708	HH-HY	\$354
Develop discharge versus elevation data for the risk and uncertainty analysis. 1 day @ \$708	HH-HY	\$708
Refine estimates of localized channel velocities from NHC model to investigate impact of the 5 element project on bank protection, design, riprap, etc. 10 days @ \$708	HH-HY	\$7,080
Prepare hydraulics appendix input to report. 7 days @ \$708	HH-HY	\$4,956
Meetings and coordination. 3 days @ \$708	HH-HY	\$2,124

Preparation of report graphics. 3 days @ \$708	HH-HY	\$2,124
Technical review. 4 days @ \$650	HH-HY	\$2,600
Supervision and admin. (hydraulics) 6 days @ \$665	HH	\$3,990
b. <u>Sponsor.</u> 4 days @ \$580 to review Corps work.		\$2,320
CORPS SUBTOTAL		\$40,284
SPONSOR SUBTOTAL		\$2,320
HYDROLOGY AND HYDRAULICS SUBTOTAL		\$42,604

13. Real Estate. This account includes all real estate activities associated with the cost-shared feasibility phase.

a. Corps of Engineers.

Coordination with study manager and study team, 1 day @ \$480.	RE-AQ	\$480
Make sure sponsor obtains ownership data and acquires rights-of-entry for all needed feasibility studies. Estimated 3 land owners.	RE-AQ	\$852
Prepare gross estimate of value based on LERRD requirements to establish an estimate for project cost. 5 days @ \$535 (appraiser)	RE-AP	\$2,675
Review appraisal 0.5 days @ \$640	RE-AP	560
1 day @ \$410 (realty specialist)	?	
0.5 day @ \$300 (realty technician)	RE-AQ	410
Travel and supplies	RE-AP	150
	RE	205
Prepare estimate of sponsor's administrative acquisition costs. 1 day @ \$410	RE-AQ	\$410
Establish specific real estate requirements, including identifying standard estates and development of non-standard estates as needed. 2 days @ \$410 (realty specialist)	RE-AQ	\$820
1 day @ \$565 (RE attorney advisor)	RE	\$565
1 day @ \$265 (clerical support)	RE-AQ	\$265
Prepare complete real estate write-up for final feasibility report and prepare RE map. 2 days @ \$410 (realty specialist)	RE-AQ	\$820
1 day @ \$265 (clerical support)	RE-AQ	\$265
1 day @ \$410 (cartographic tech)	RE-PC	\$410
CAD costs, 2 days @ \$80	RE	\$160

Review and comment on the draft and final feasibility report.	1 day @ \$410	RE-AQ	\$410
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Participate in drafting and negotiating the preliminary draft PCA, including identifying deviations.

2 days @ \$410 (realty specialist)	RE-AQ	\$820
1 day @ \$565 (RE attorney advisor)	RE	\$565
1 day @ \$265 (clerical support)	RE-AQ	\$265

Determine legal authority of the sponsor to perform under the terms of the PCA. Assess sponsor's capability to acquire all the necessary LER in a timely manner based on the project schedule.

1 day @ \$565 (RE attorney advisor)	RE	\$565
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Review of project design at various stages.

1 day @ \$410 (realty specialist)	RE-AQ	\$410
1 day @ \$410 (cartographer tech)	RE-PC	\$410
CAD costs, 1 day @ \$80	RE	\$80

Technical review.

5 days @ \$625 (realty specialist)	RE	\$3,125
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RE Division supervision and admin.

2 days @ \$580	RE-AQ	\$1,160
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RE Contingency (15%)

RE	\$2,283
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b. Sponsor.

Obtain ownership data and acquire rights-of-entry for geotechnical investigations, cultural resources recon, and environmental evaluation.

\$360 per ROE x 3 owners	Sponsor	\$1,080
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5 days @ \$580 to review Corps work and provide input as needed.	Sponsor	\$2,900
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CORPS SUBTOTAL	\$17,893
SPONSOR SUBTOTAL	3,980
REAL ESTATE SUBTOTAL	\$21,873

CORPS TOTAL	\$225,646
SPONSOR TOTAL	75,060
TOTAL STUDY COST	\$300,706

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Summary of Snoqualmie Study Costs

	Corps	Sponsor (in kind)	Total
1. Public Involvement	\$1,400	\$800	\$2,200
2. Study Management	20,720	14,920	35,640
3. Plan Formulation	15,036	16,080	31,116
4. Report Preparation	14,932	6,960	21,892
5. Economic Analysis	28,704	5,220	33,924
6. Environmental Studies	28,488	5,800	34,288
7. Fish and Wildlife Service Studies	15,000	0	15,000
8. Design Work	23,070	2,320	25,390
9. Electrical Work	2,394	13,760	16,154
10. Cost Engineering	6,000	1,160	7,160
11. Geotechnical Investigations	11,725	1,740	13,465
12. Hydrology and Hydraulics Investigations	40,284	2,320	42,604
13. Real Estate	17,893	3,980	21,873
TOTAL	\$225,646	\$75,060	\$300,706

Sponsor is responsible for half of total cost, or \$150,353. To find sponsor's cash requirement, subtract sponsor's in-kind work from the above figure (\$150,353 - \$75,060 = \$75,293).

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Schedule for the Snoqualmie River Feasibility Study

Complete negotiations of the project study plan and FCSEA	(done)
Sign the FCSEA (County and Corps)	Jan 97
Start the cost-shared feasibility study (Note: some sponsor funds will have to be received by this date.)	Jan 97
Preliminary draft EA and report (DPR) out to Corps and sponsors for internal review	Nov 97
Draft EA and DPR out to agencies and public for beginning of official review	Dec 97
Public meeting to take oral comments on project	Jan 98
Review of draft EA and DPR completed, all comments received	Feb 98
Final EA and DPR completed and sent to Corps higher authority.	April 98
Final EA, DPR, and PCA approved. Copies of Final EA and DPR sent to public and agencies	June 98
Corps begins plans and specs	July 98
Corps completes plans and specs	Mar 99
PCA signed, construction contract awarded, construction money from sponsor received	May 99
Begin construction	June 99
Complete construction. (Note: assumes one season. Construction could last until year 2000.)	Nov 99

Note: this schedule assumes that the cost-shared feasibility study will start in January 1997. If this date is missed, then it is likely that all other dates will slip too.