

April 8, 1998

Introduced By:

PETE VON REICHBAUER
LARRY PHILLIPS
CHRISTOPHER VANCE

Proposed No.:

98 - 265

MOTION NO. **104614**

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A MOTION authorizing an interlocal agreement between King County, the city of SeaTac, the city of Des Moines and the Port of Seattle to conduct implementation activities for the Des Moines Creek Basin Plan.

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WHEREAS, King County shares jurisdiction within the Des Moines Creek Basin ("Basin") with the city of SeaTac, the city of Des Moines and the Port of Seattle, and

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WHEREAS, the jurisdictions recognize that the Basin contains an extensive natural resource system including streams, lakes, and wetlands which is worthy of restoration and protection to promote water quality, fish habitat, recreation, and flood storage values, and

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WHEREAS, the jurisdictions also desire to address drainage, flooding, erosion and sedimentation, fish habitat degradation, and water quality problems throughout the Basin, and

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WHEREAS, existing and proposed development in the Basin threatens the stability and function of the natural resource system of the Basin and is likely to exacerbate flooding, erosion and sedimentation problems, fish habitat degradation, and water quality problems, and

1 WHEREAS, King County and the other jurisdictions recognize that cooperative
2 effort is the most effective and efficient way to protect the Basin's natural resource system
3 and to address surface water-related problems across jurisdictions, and have worked
4 through a previous interlocal agreement to form the Des Moines Creek Basin Committee
5 ("Basin Committee") to address stream issues and to develop the Des Moines Creek Basin
6 Plan ("Basin Plan"), and

7 WHEREAS, the Basin Plan proposes the construction of capital projects to control
8 damaging stream flows and improve water quality and fish habitat in the Basin, and

9 WHEREAS, the Basin Plan also proposes public involvement and education
10 activities to empower citizens to preserve and protect Basin resources, and

11 WHEREAS, the legislative authorities of the Basin jurisdictions, including King
12 County, have endorsed the Basin Plan and have called for specific activities to implement
13 the Basin Plan, including conducting public involvement activities and preparing a
14 Preliminary Design Report and Financing Plan to identify project details, permit issues,
15 and costs and funding mechanisms for proposed capital projects, and

16 WHEREAS, the jurisdictions wish to have the King County department of natural
17 resources assist in conducting the activities called for by providing staff persons and
18 expertise under the direction of the Basin Committee, and

19 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the
20 jurisdictions 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:

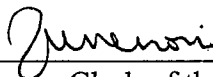
The county executive is hereby authorized to enter into an interlocal agreement in substantially the same form as attached hereto as Exhibit A with the Parties to conduct Des Moines Creek Basin Plan implementation activities.

PASSED by a vote of 12 to 0 this 18th day of MAY,
1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments:

Exhibit A - Des Moines Creek Basin Plan Implementation Interlace Agreement.

Exhibit B - Scope of Work

DES MOINES CREEK BASIN PLAN
IMPLEMENTATION INTERLOCAL AGREEMENT

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4 This Agreement is entered into by King County, Washington, hereinafter referred to as
5 "King County," the City of Des Moines, hereinafter referred to as "Des Moines," the City of
6 SeaTac, hereinafter referred to as "SeaTac," and the Port of Seattle, hereinafter referred to as
7 the "Port," collectively referred to as the "Parties," for the purpose of conducting specific
8 activities to implement the Des Moines Creek Basin Plan, jointly prepared by the parties.

9 WHEREAS, the Parties share jurisdiction within the Des Moines Creek Basin ("Basin")
10 and recognize that it contains an extensive natural resource system including streams, lakes,
11 and wetlands, which is worthy of restoration and protection in order to promote water quality,
12 fish habitat, recreation, and flood storage values in the Basin, and

13 WHEREAS, the Parties desire to address drainage, flooding, erosion and sedimentation,
14 fish habitat degradation, and water quality problems throughout the Basin, and

15 WHEREAS, existing and proposed development in the Basin threatens the stability and
16 function of the natural resource system of the Basin and is likely to exacerbate flooding,
17 erosion and sedimentation problems, fish habitat degradation, and water quality problems, and

18 WHEREAS, the Parties have recognized that cooperative effort is the most effective and
19 efficient way to protect the Basin's natural resource system and to address surface water-
20 related problems across jurisdictions, and have worked through a previous interlocal agreement
21 to form the Des Moines Creek Basin Committee ("Basin Committee") to jointly address stream
22 issues and to develop the Des Moines Creek Basin Plan ("Basin Plan"), and

23 WHEREAS, the Basin Plan proposes the construction of capital projects to control
24 damaging stream flows and improve water quality and fish habitat in the Basin, and
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1 WHEREAS, the plan also proposes public involvement and education activities to
2 empower citizens to preserve and protect Basin resources, and

3 WHEREAS, the Parties' legislative authorities have endorsed the Basin Plan and have
4 called for specific activities to implement the Basin Plan, including conducting public
5 involvement activities and preparing a Preliminary Design Report and Financing Plan to
6 identify project details, permit issues, and costs and funding mechanisms for proposed capital
7 projects, and

8 WHEREAS, the Parties wish to have the King County Department of Natural Resources
9 (KCDNR) assist in conducting the activities called for by providing staff persons and expertise
10 under the direction of the Basin Committee, and

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

13 NOW THEREFORE, the Parties agree as follows:

14 **I. Purpose of Agreement**

15 The purpose of this Agreement is to provide the means by which the Parties, acting as
16 the Basin Committee, will cooperate to conduct and fund the following Basin Plan
17 implementation activities (the activities will hereinafter be referred to collectively as the
18 "project"):

19 A. A Preliminary Design Report and Financing Plan for capital projects addressing
20 surface water and fish habitat issues within the Basin. Implementation of specific
21 projects may include agencies that are not parties to this Agreement and will be
22 subject to separate agreement(s).

23 B. Project management activities including day-to-day administration of project tasks,
24 overall project management by the Committee, preparation of applications for
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1 grants to assist in the future implementation of Plan capital projects, and
2 administration of any grants awarded.

3 C. Public outreach efforts addressing resource protection and enhancement issues
4 identified in the Basin Plan.

5 **II. Project Management**

6 A. Overall project management and direction will be performed by the Basin
7 Committee, which will meet regularly to review project work products and
8 approve any necessary changes to project activities, including amending the Scope
9 of Work.

10 B. One representative to the Basin Committee shall be appointed for each Party by
11 either the Director of the KCDNR, the City Manager, or the Director of
12 Professional and Technical Services, as appropriate to each Party. Additional staff
13 persons representing any of the Parties are welcome to attend Basin Committee
14 meetings to support Committee activities.

15 C. King County shall serve as facilitator for the Basin Committee and shall schedule,
16 facilitate, and provide summaries of Basin Committee meetings.

17 D. The Basin Committee will reach its decisions by consensus. Issues that cannot be
18 resolved by the Basin Committee will be referred as needed to the Director of the
19 KCDNR, appropriate City Manager(s), and/or the Director of Professional and
20 Technical Services for resolution.

21 **III. Description of Project Activities:**

22 A. The Preliminary Design Report and Financing Plan

23 1. As detailed in the Scope of Work attached to this Agreement as Exhibit One
24 and incorporated herein, the tasks described below will be performed by
25

1 KCDNR staff persons and/or consultants as engaged by KCDNR staff
2 persons:

- 3 (a.) Prepare the Preliminary Design Report for the proposed regional
4 surface water facility, bypass pipeline, and flow augmentation facility,
5 as described in the Basin Plan, including: conceptual project plans
6 with sufficient detail to prepare the financing plan and project
7 permit/environmental documentation; technical studies to evaluate
8 technical feasibility; and recommendations on which facilities should
9 be constructed. An analysis of alternative locations for the regional
10 surface water facility utilizing criteria in the Basin Plan and
11 recommendation on facility location will also be prepared.
- 12 (b.) Prepare a financing plan for the proposed facilities identifying the
13 sources of funding for potential implementation of recommended
14 capital projects.

- 15 2. When completed, the Preliminary Design Report, along with the financing
16 plan, will be presented to the legislative authorities of each Party for
17 consideration and approval. If approved by the legislative authority, the
18 Preliminary Design Report will serve as the framework for guiding the
19 preparation of permit applications and environmental documentation needed
20 to construct the recommended projects. Preparation of permit applications
21 and environmental documentation, as well as construction of recommended
22 projects, will be accomplished by separate project-specific agreements.

23 B. Project Management

24 As described in the Scope of Work and Agreement Section III., the following tasks
25 will be performed by KCDNR staff persons:

- 1 1. Support and facilitate the Basin Committee, including conducting and
2 facilitating regular meetings, preparing materials and agendas for meetings,
3 preparing and distributing meeting minutes, and providing necessary
4 coordination among the Parties outside of meetings.
- 5 2. Manage project tasks on a day-to-day basis. Apply for and administer
6 grants from outside funding sources. Any grant funds received in 1998 will
7 be used to conduct additional public outreach activities, as described in
8 Exhibit One, page four. Any additional grants awarded will be applied to
9 capital project implementation and addressed in subsequent agreements.

10 C. Public Outreach Activities

11 As outlined in the Scope of Work, the following public outreach activities will be
12 conducted by KCDNR staff persons based on Basin Committee direction:

- 13 1. Activities associated with analyzing and selecting capital projects for
14 potential implementation in accordance with Preliminary Design Report
15 recommendations;
- 16 2. Two to four tree-planting events, depending on whether grant funding is
17 obtained; and
- 18 3. Other public education or involvement as amounts allotted for public
19 outreach in this Agreement allow.

20 IV. Responsibilities

21 A. King County shall:

- 22 1. Complete the work activities described in the attached Scope of Work.
- 23 2. As described in Agreement Section IV., serve as facilitator for the Basin
24 Committee and schedule, facilitate, and provide summaries of Basin
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1 Committee meetings. King County will also perform day-to-day
2 management of project tasks, including coordination with the other Parties.

3 3. Provide a representative to serve on the Committee and any needed staff
4 support to its Committee member.

5 4. Act as the agent for the Basin Committee, subject to its approval, for the
6 purpose of applying for and administering grants, including holding funds.

7 B. Des Moines, SeaTac, and the Port shall each:

8 1. Provide a representative to serve on the Basin Committee and any needed
9 staff support to the Basin Committee member.

10 2. Provide the following, collected in the normal course of business, and which
11 is relevant to preparing the Preliminary Design Report:

12 (a.) water quality, fisheries, and stream flow data; and

13 (b.) land use maps and information needed for modeling and analysis.

14 V. Costs

15 The parties agree to share costs incurred by King County to prepare the Preliminary
16 Design Report, conduct public involvement activities, and provide project management.

17 A. Total estimated costs for project activities are as shown on Exhibit One, and shall
18 not exceed \$355,000.

19 B. The Parties agree to pay the following percentages of the total actual cost of
20 project activities:

21 1. SeaTac 67%

22 2. Port 13%

23 3. Des Moines 15%

24 4. King County 5%

1 C. Total project activity costs shall include all those costs incurred by King County in
2 completing the tasks listed in the Scope of Work, including costs for staff persons,
3 overhead, supplies, consultants, and equipment. Total project costs do not include
4 costs associated with participating in the Committee; these costs are not
5 reimbursable.

6 **VI. Billing and Payment**

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

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

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

14 **VII. Duration, Termination, and Amendment**

15 A. This Agreement is effective upon signature by the Parties and remains in effect
16 until December 31, 2000.

17 B. A Party may end its participation in the Project and withdraw from this Agreement
18 upon 30 days' written notice to the other Parties, and upon paying its share of
19 costs for the Project to the end of the quarter in which termination occurs.

20 C. This Agreement may be amended, altered, clarified, or extended only by the
21 written agreement of the Parties hereto, provided that changes to the Scope of
22 Work may be made by consensus agreement of the Basin Committee. An
23 equitable adjustment in cost or period of performance or both may be made if
24 required by the change.

25 D. This Agreement is not assignable by any Party, either in whole or in part.

1 E. This Agreement is a complete expression of the terms hereto, and any oral or
2 written representations or understandings not incorporated herein are excluded.
3 The parties recognize that time is of the essence in the performance of the
4 provisions of this Agreement. Waiver of any default shall not be deemed to be a
5 waiver of any subsequent default. Waiver of breach of any provision of this
6 Agreement shall not be deemed to be a waiver of any other or subsequent breach
7 and shall not be construed to be a modification of the terms of the Agreement
8 unless stated to be such through written approval by the parties which shall be
9 attached to the original Agreement.

10 VIII. Counterparts

11 This Agreement may be executed in counterparts.

12 IX. Indemnification and Hold Harmless

13 The Parties agree to the following:

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

3 IN WITNESS WHEREOF, the Parties hereto have executed this amendment on the

4 _____ day of _____, 19____.

5 Approved as to Form

6 **King County:**

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9 By: _____

10 Title: Deputy Prosecuting Attorney

By: _____

Title: King County Executive

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12 Approved as to Form

City of Des Moines:

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14 By: _____

15 Title: _____

By: _____

Title: _____

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17 Approved as to Form

City of SeaTac:

18 By: _____

19 Title: _____

By: _____

Title: _____

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21 Approved as to Form

Port of Seattle:

22 By: _____

23 Title: _____

By: _____

Title: _____

DES MOINES CREEK BASIN PLAN IMPLEMENTATION 10461

SCOPE OF WORK

PRELIMINARY DESIGN REPORT: REGIONAL DETENTION POND

<u>Task</u>	<u>Task Title</u>	<u>Activity Description</u>	<u>Products</u>
(1)	Topography	Develop CADD map of site 1.0 ft. contour intervals. Use existing survey as available with limited survey to construct composite site base map.	Base maps
(2-a)	Dam Design/ outlet Structure	Siting and design of the berm and outlet type. Berm design, control structure, and overflow spillway hydraulic analysis.	Conceptual design detail of opt
(3-a)	Downstream Analysis	Develop downstream map and profile. Assess risk and downstream improvement options. Identify critical locations for additional hydraulic analysis of conveyance.	Composite map of downstream study of conveyance performance
(4)	Fluvial Geomorphology	Determine critical discharge sediment transport from field tests. Evaluate site soils for berm and conduit to conduct seepage and foundation analysis.	Study of critical discharge. G siting assessment options and
(5-a)	Conveyance Analysis	Evaluate flow conveyance capacities and flood impact areas.	Backwater hydraulic model res for existing and future condit
(5-c)	Downstream Improvements	Assess conveyance improvement for flood protection options.	Report of improvement options
(5-d)	Dam Breach Analysis	Perform risk analysis of design and define risk reduction measures per WSDOE Dam Safety standards	Perform base level dam safety analysis for state application in final design level studies. Rep downstream floodplain mappir conveyance analysis.
(6-a)	Fishery Analysis	Assess preferred flow regime / Habitat analysis	Study of fishery flow regime p
(7-a)	Wetland Analysis	Assess wetland function and values and water level fluctuation impacts	Study of wetland impacts and mitigation measures. Mitigatio
(8-a)	Hydrologic Analysis	HSPF modelling of existing conditions and design operations options	HSPF model analysis and supp alternatives and options.

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Des Moines Creek 98sow.doc

Des Moines Creek Basin Plan: Scope of Work for 1998
Implementation and Preliminary Design Report

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(9-a)	Hydrologic Monitoring	Continuous gaging at 6 locations for 2 years. Data used for record of existing flow regime analysis with studies (above) and HSPF model calibration. Collect, reduce and analyze data. Maintain 4 existing stations and add two stations at the regional pond site.	Gage record report
(10-a)	Preliminary Design Plans	Layout of design options (3) with structures and prepare preliminary cost estimates.	Preliminary design plans
(10-b)	Preliminary Design Report	Compilation of individual studies, analyses, and model applications and summary with cost estimate on three options. Provide recommendation of design alternatives supported by studies. Product adequate for SEPA and initial submittal for permit pre-application review. Report will include the base studies, above, and an impact/mitigation analyses for the proposed alternatives. Conduct multidiscipline analysis of design performance goals of the facilities.	Report with technical appendix results and preliminary cost estimates

Co
Preliminary Design

PRELIMINARY DESIGN REPORT: BY-PASS PIPELINE

<u>Task</u>	<u>Task Title</u>	<u>Activity Description</u>	<u>Products</u>
(1)	Pipe Inspection	Evaluate pipe inspection video and field conditions.	Study
(2)	New Pipe Alignment	Evaluate alignment for pipe systems.	Study
(3)	Inlet Structure	Evaluate design options for inlet placement and inflow control.	Study
(4)	Diffuser Outlet	Evaluate existing system and proposed improved system flow capacity with and without diffuser.	Study
(5-a)	Preliminary Design Plans	Prepare preliminary engineering plans of pipeline design alternatives.	Preliminary design plans
(5-b)	Preliminary Design Report	Prepare preliminary design report of hydraulic model, discussion of alternatives, and pipe system preliminary construction cost estimate.	Report with technical appendix

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**PRELIMINARY DESIGN REPORT: FLOW AUGMENTATION
WELL**

<u>Task</u>	<u>Task Title</u>	<u>Activity Description</u>	<u>Products</u>
(1-a)	Pump Design	Evaluation and selection of pump specifications and pump house options.	Report on system design and pump house options. Conveyance pipe design alternates
(2-a)	Conveyance Design	Pipe system for outflow conveyance to Des Moines Creek.	Analysis and report
(3-a)	Hydrologic Monitoring	Evaluation of flow records and model for flow release rate regime.	Preliminary Design Plans and
(4)	Preliminary Design Plans and Report	Summary of preliminary design options and cost estimates.	

PROJECT MANAGEMENT

<u>Task</u>	<u>Task Title</u>	<u>Activity Description</u>	<u>Products</u>
(1)	Project Management	Overall management of Des Moines Creek Basin Plan implementation effort including applying for and administering grants from outside funding sources for project implementation.	Adhere to schedule and scope
(2)	Financial Plan	Prepare preliminary plan for financing proposed regional projects	Financing Plan
(3)	Basin Committee Administration	Facilitate meetings, prepare materials and agendas, prepare minutes	Monthly Basin Committee meeting minutes

Des Moines Creek Basin Plan: Scope of Work for 1998
Implementation and Preliminary Design Report

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PUBLIC OUTREACH

<u>Task</u>	<u>Task Title</u>	<u>Activity Description</u>	<u>Products</u>
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(1)	Public Outreach	Provide coordination for public outreach events: <ul style="list-style-type: none">• 2 - 4 tree planting events• coordinate public outreach for implementation projects• other events as directed by Basin Committee and as budget allows	Public involvement events
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Sub-Total :

Grand Total (Not to Exceed)

* On behalf of the parties, King County will apply for a \$32,000 PIE (Public Involvement and Education) Grant from the State of Washington. If be used to conduct additional public involvement activities, and a portion of the \$25,000 planned for public outreach will be used as local matching

** If the PIE grant is received the grand total will be \$386,825

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