

April 15, 1998

PETE VON REICHBAUER

Introduced By:

BRIAN DERDOWSKI

clerk 4/17/98

Proposed No.:

98-271

MOTION NO. **10474**

1
2 A MOTION authorizing an interlocal agreement between
3 King County and the cities of Covington and Maple Valley to
4 conduct specific activities to eradicate *Hydrilla verticillata*
5 from Lake Lucerne and Pipe Lake.
6

7 WHEREAS, *Hydrilla verticillata*, hereinafter referred to as "Hydrilla," is a Class A
8 noxious aquatic weed that had not been documented in the Pacific Northwest until 1994,
9 when it was found in Lake Lucerne and Pipe Lake in King County, Washington, and

10 WHEREAS, pursuant to chapter 17.10 RCW, Class A weeds are non-native species
11 with a limited distribution in Washington, where eradicating existing infestations and
12 preventing new infestations are the highest priorities for state and local Noxious Weed
13 Boards, and

14 WHEREAS, control of Class A weeds is required by chapter 17.10 RCW, and

15 WHEREAS, in 1995 the Washington State Department of Ecology awarded King
16 County the Hydrilla Eradication Pilot Project Aquatic Weed Management Fund grant
17 (Grant No. G9600163) to implement Hydrilla eradication management activities, and

18 WHEREAS, the King County department of natural resources initiated Hydrilla
19 eradication management activities in 1995, and

1 WHEREAS, the cities of Maple Valley and Covington incorporated on September
2 1, 1997, and

3 WHEREAS, Maple Valley now has jurisdictional responsibility for Lake Lucerne
4 and Maple Valley and Covington share jurisdictional responsibility for Pipe Lake, and

5 WHEREAS, King County, Maple Valley, and Covington wish to eradicate Hydrilla
6 from Lake Lucerne and Pipe Lake to prevent its spread and to preserve the lakes'
7 recreational and habitat values, and

8 WHEREAS, Maple Valley and Covington wish to work cooperatively with King
9 County to continue eradication management activities, and

10 WHEREAS, the Washington State Department of Ecology has extended the King
11 County Hydrilla Eradication Pilot Project Aquatic Weed Management Fund grant (Grant
12 No. G9600163) to King County department of natural resources through the year 2000, and

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

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

The county executive is hereby authorized to execute the attached interlocal agreement to conduct specific activities to eradicate Hydrilla from Lake Lucerne and Pipe Lake.

PASSED by a vote of 11 to 0 this 15th day of June, 1998

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Louise Miller
Chair

ATTEST:

Jensen
Clerk of the Council

Attachments: Interlocal Agreement between King County, the City of Covington and the City of Maple Valley

Scope of Work

1 AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY,
2 COVINGTON, AND MAPLE VALLEY
3 FOR THE HYDRILLA ERADICATION PROJECT

4 This Agreement is entered into by King County, Washington, hereinafter referred to as
5 "King County," the City of Covington, hereinafter referred to as "Covington," and the City of
6 Maple Valley, hereinafter referred to as "Maple Valley," collectively referred to as the "Parties,"
7 for the purpose of conducting specific activities to eradicate *Hydrilla verticillata*, hereinafter
8 referred to as "Hydrilla," from Lake Lucerne and Pipe Lake.

9 WHEREAS, Hydrilla is a Class A noxious aquatic weed that had not been documented in
10 the Pacific Northwest until 1994, when it was found in Lake Lucerne and Pipe Lake in King
11 County, and

12 WHEREAS, per RCW 17.10, Class A noxious weeds are non-native species with a
13 limited distribution in Washington State, where eradicating existing infestations and preventing
14 new ones is the highest priority for State and local Noxious Weed Boards, and

15 WHEREAS, Control of Class A weeds is required by RCW 17.10, and

16 WHEREAS, in 1995, the Washington State Department of Ecology awarded King
17 County the Hydrilla Eradication Pilot Project Aquatic Weed Management Fund grant (Grant No.
18 G9600163) to implement Hydrilla eradication management activities, and

19 WHEREAS, King County, through its Department of Natural Resources (KCDNR), has
20 been implementing Hydrilla eradication management activities since 1995, and

21 WHEREAS, Maple Valley and Covington incorporated on September 1, 1997, and

22 WHEREAS, Maple Valley now has jurisdictional responsibility for Lake Lucerne and
23 Maple Valley and Covington share jurisdictional responsibility for Pipe Lake, and

24 WHEREAS, the Parties wish to eradicate Hydrilla from Lake Lucerne and Pipe Lake to
25 prevent its spread and to preserve the lakes' recreational and habitat values, and

WHEREAS, Maple Valley and Covington wish to have King County continue to conduct
eradication management activities, and

1 WHEREAS, the Washington State Department of Ecology (DOE) has extended the
2 King County Hydrilla Eradication Pilot Project Aquatic Weed Management Fund grant (Grant
3 No. G9600163) to KCDNR through the year 2000, and

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

6 NOW THEREFORE, the Parties agree as follows:

7 **I. Purpose of Agreement**

8 The purpose of this Agreement is to provide the means by which the Parties will
9 cooperate to conduct and fund the following Hydrilla management activities (the
10 activities will hereinafter be referred to collectively as the "project"):

- 11 A. Implementation of Hydrilla management actions in 1998 and 1999.
- 12 B. Project management activities including day-to-day administration of project tasks,
13 contractor oversight, and administration of the awarded grant.
- 14 C. Public outreach efforts including informational mailings, public meetings, signage
15 maintenance, and technical assistance.

16 **II. Project Management**

- 17 A. Project oversight will be conducted by a Project Management Team (PMT) consisting
18 of one representative each from KCDNR, Maple Valley and Covington. The PMT
19 will meet regularly to review project work products and make any necessary changes
20 to project activities, including modifications to the scope of work. The PMT
21 representatives will be designated by the Director of KCDNR and the Maple Valley
22 and Covington City Managers.
- 23 B. Day-to-day project management and direction will be performed by KCDNR.
- 24 C. KCDNR will schedule, facilitate, and provide summaries of all management team
25 meetings between the Parties during implementation of the project.

1 D. The PMT will reach its decisions by consensus. Issues that cannot be resolved by the
2 PMT will be referred to the Director of the KCDNR and the appropriate City
3 Manager(s).

4 **III. Responsibilities**

5 **A. King County:**

6 1. 1998 and 1999 Hydrilla Management Activities:

7 As detailed in the Scope of Work attached to this Agreement as Exhibit One and
8 incorporated herein, the tasks described below will be performed by KCDNR staff
9 persons and/or contractors as engaged by KCDNR staff persons:

- 10 a. Complete diver surveys to determine the extent of continued Hydrilla
11 infestation.
- 12 b. Present the results of the diver surveys to the PMT and review proposed
13 Hydrilla control activities.
- 14 c. Implement herbicide application and/or other Hydrilla eradication
15 management activities determined to be necessary during summer 1998 and
16 1999.
- 17 d. Ensure all necessary permits are obtained to implement management
18 activities.

19 2. Project Management

- 20 a. Designate one representative to serve on the PMT.
- 21 b. Facilitate and provide support to the PMT, including scheduling and
22 facilitating regular meetings, preparing materials and agendas for meetings,
23 preparing and distributing meeting minutes, and providing necessary
24 coordination among the management team members outside of meetings.
- 25 c. Manage project tasks on a day-to-day basis including administering DOE
grant funds.

3. Public Outreach Activities

As outlined in Exhibit One, KCDNR staff will conduct the following public outreach activities based on the PMT's direction:

- a. informational mailings;
- b. annual public meetings;
- c. signage maintenance; and
- d. technical assistance to lake residents regarding project activities.

B. Covington and Maple Valley shall each:

- 1. Provide a representative to serve on the PMT and participate in regular PMT meetings.
- 2. Attend public meetings conducted for the project.
- 3. Provide additional public outreach and information through existing media such as City mailings, meetings, and/or newsletters.

IV. Costs

A. The Parties agree to share costs incurred by King County to implement 1998 and 1999 Hydrilla management activities, provide project management, and conduct public involvement activities.

B. Total estimated costs for project activities are as shown on Exhibit A, and shall not exceed \$105,000.

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

- 1. Covington 4.8%
- 2. Maple Valley 7.7%
- 3. King County (1998/1999 DOE grant) 87.5%

1 D. 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, contractors, and equipment.

4 **V. Billing and Payment**

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

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

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

11 **VI. Duration, Termination, and Amendment**

12 A. This Agreement is effective upon signature by the Parties and remains in effect until
13 March 31, 2000.

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

17 C. This Agreement may be amended, altered, clarified, or extended only by the written
18 agreement of the Parties hereto, modification of the Scope of Work may be made by
19 consensus agreement of the PMT. An equitable adjustment in cost or period of
20 performance or both may be made if required by the change.

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

22 E. This Agreement is a complete expression of the terms hereto and any oral or written
23 representations or understandings not incorporated herein are excluded. The Parties
24 recognize that time is of the essence in the performance of the provisions of this
25 Agreement. Waiver of any default shall not be deemed to be a waiver of any
subsequent default. Waiver of breach of any provision of this Agreement shall not be

1 deemed to be a waiver of any other or subsequent breach and shall not be construed to
2 be a modification of the terms of the Agreement unless stated to be such through
3 written approval by the Parties which shall be attached to the original Agreement.

4 **VII. Counterparts**

5 This Agreement may be executed in counterparts.

6 **VIII. Indemnification and Hold Harmless**

7 The Parties agree to the following:

8 Each Party shall protect, defend, indemnify, and save harmless the other Parties, their
9 officers, officials, employees, and agents, while acting within the scope of their
10 employment as such, from any and all costs, claims, judgments, and/or awards of
11 damages, arising out of, or in any way resulting from, each Party's own negligent acts or
12 omissions. Each Party agrees that its obligations under this subparagraph extend to any
13 claim, demand, and/or cause of action brought by, or on behalf of, any of its employees
14 or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with
15 respect to the other Parties only, any immunity that would otherwise be available against
16 such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that
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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 agreement 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 Covington:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

City of Maple Valley:

By: _____
Title: _____

By: _____
Title: _____

Exhibit One: Scope of Work

PROJECT BACKGROUND

The King County Department of Natural Resource has been working on a multi-year effort to eradicate *Hydrilla verticillata* (Hydrilla) from lakes Lucerne and Pipe which are now located within the Cities of Maple Valley and Covington. Hydrilla is a Class A noxious weed which had not been documented in Washington until its 1994 finding in King County. Class A weeds are non-native species with a limited distribution in Washington. Preventing new infestations and eradicating existing infestation is the highest priority for the State and local Noxious Weed Boards.

Hydrilla spreads by vegetative reproduction and grows quite quickly once it is established. The plant out competes native species eventually filling the water column with plant material. In areas of established infestations, both California and Florida currently spend millions of dollars annually to stop new infestations and maintain open waters for agriculture and recreational uses.

Between 1995-1997, the King County Department of Natural Resources has implemented continuous management activities to control further reproduction of Hydrilla. These management activities have included annual diver surveys, biological assessment of tuber growth, and annual herbicide applications.

PROJECT DESCRIPTION

King County, in cooperation with the Cities of Covington and Maple Valley, will continue as the lead staff to implement the recommendations of the Hydrilla Task Force, an external advisory committee, which was formed in 1995. The task force is comprised of local and national aquatic plant management experts. Based on the recommendations of the task force, diver surveys and ongoing control measures should be implemented again in 1998 and continue until Hydrilla has been officially eradicated. Eradication of Hydrilla is expected to take between three and five years. The summer of 1998 will mark the beginning of the fourth year of eradication management activities.

A diver survey will be completed in May or June 1998 to identify whether any Hydrilla plants remain in Lake Lucerne and Pipe Lake. Depending upon the results of the diver survey, additional herbicide application, diver dredging, bottom barriers, and/or ongoing survey work will be implemented. As part of the project, public meetings will be held and informational mailings sent to inform the lake and watershed residents regarding the status of the project and discuss activities slated for ongoing eradication.

SCOPE OF WORKTask 1: Hydrilla Management Activities

Management activities in 1998 and 1999 will include (1) completion of a diver survey during May or June; (2) management decision; and (3) implementation of 1998 management activities. Based on the experience from other states, an aggressive approach is warranted to ensure that eradication occurs. The work program for this project remains flexible to maximize the effectiveness of ongoing management actions and ensure that the long-term project goal of eradication occurs.

During 1998 and 1999, King County will hire a diver survey team to map the extent of Hydrilla regrowth in lakes Lucerne and Pipe post 1997 and 1998 management actions. The survey will be conducted in mid-May to mid-June after the majority of any remaining plant fragments or tubers would be expected to have sprouted. Survey results will be compared with previous survey results and used to guide the final Hydrilla control/eradication activities proposed each year. These management activities may include additional herbicide application, diver dredging, bottom barriers, and/or ongoing surveying.

As needed, King County will hire a contractor to perform all control/eradication activities in 1998 and 1999. If herbicide treatment is the preferred treatment method, application will be timed for mid-May to mid-June (post diver surveys) to optimize the effectiveness of the application during the early growth phase of Hydrilla. By targeting the application early in the growing season, additional tuber production should be halted.

If relatively few plants are found in 1998 surveys, other control methods including diver dredging and bottom barriers will be evaluated. Follow-up diver surveys will remain an important component to all ongoing management activities.

Total Task Cost: \$ 86,000

Required Performance:

1. Completion of diver surveys in 1998 and 1999.
2. Performance of Hydrilla control/eradication efforts in 1998 and 1999.

Task 2 - Project Administration/Management

Project administration shall consist of, but not be limited to: maintenance of all project records; financial administration; conducting, coordinating, and scheduling all project activities; quality control; internal and external communication for project members; and preparation and submittal of all required products. Every effort will be made to maintain effective communication with the all affected local, state, or federal jurisdictions, and interested individuals or groups. King County shall ensure that all

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required permits, licenses, and necessary easements or property rights are obtained to complete this project.

Total Task Cost: \$11,500

Required Performance

1. Effective management and administration of this project including contractor selection and oversight.
2. Completion of all permitting requirements.
3. Annual Progress Report

Task 2: - Public Involvement and Education

In conjunction with the project, King County will hold an annual public meeting to provide information to affected citizens, agencies, and tribes regarding Hydrilla control/eradication activities for Lake Lucerne and Pipe Lake. The meeting will be held in the late spring or early summer to review the proposed control/eradication actions scheduled to occur. King County will complete two mailings: (1) to announce the public meeting and (2) to provide a status report to lake and watershed residents. Boat launch signage, which was developed in 1995 for Lakes Lucerne, Pipe, Sawyer, and Wilderness, will be maintained throughout the project.

Total Task Cost: \$7,500

Required Performance:

1. Hold annual public meeting.
2. Provide an annual information mailing
3. Maintain signage at lakes Lucerne, Pipe, Sawyer, and Wilderness.