

08/19/1999

MotKCissaquah
Clerk 08/19/99

Introduced By: Rob McKenna
Brian Derdowski

Proposed No.: 1999-0460

MOTION NO. **10754**

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A MOTION authorizing an interlocal agreement between King County and the city of Issaquah for the provision of Issaquah Creek Basin Steward services, Businesses for Clean Water support and additional surface water-related services as requested by the city of Issaquah.

WHEREAS, Issaquah recognizes the need for comprehensive surface water management to preserve and protect the environment, public and private property and the health and welfare of its citizens, and has in place legislation to conduct a surface water management program, and

WHEREAS, King County, through its adopted surface water management (SWM) program, provides a range of SWM-related services within a designated service area and has the ability to provide SWM services to other jurisdictions, and

WHEREAS, King County's Issaquah Creek Basin Steward works to protect, manage and restore the water resources of the Issaquah Creek Basin, which includes area within unincorporated King County and the city of Issaquah, and

WHEREAS, the city of Issaquah wishes to provide financial support for the Basin Steward to operate in its portion of the basin, and

1 WHEREAS, the city of Issaquah desires to establish a businesses for clean water
2 program to prevent pollutants from entering surface waters, and desires to receive technical
3 support from King County to establish the program and to operate the program, and

4 WHEREAS, the city of Issaquah may occasionally wish to request additional
5 surface water-related technical services from the county, and the county is willing to
6 provide these services subject to staffing and budget constraints, and

7 WHEREAS, the parties desire to establish mechanisms by which King County may
8 provide to the city additional SWM-related technical support and specific services which
9 the county has established through its SWM program, and

10 WHEREAS, cooperation by the parties to provide SWM services will create
11 service provision efficiencies for both parties and promote consistency in SWM practices
12 and efficient resource management across jurisdictions, and

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

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

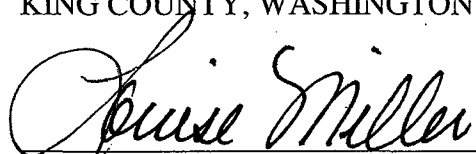
16 The county executive is hereby authorized to enter into an interlocal agreement in
17 substantially the same form as attached to this ordinance as Exhibit A with the city of

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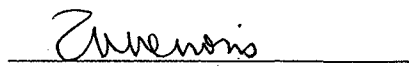
Issaquah for the provision of Issaquah Creek Basin Steward services, Businesses
for Clean Water technical support and additional surface water-related services.

PASSED by a vote of 13 to 0 this 13th day of September, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments: Exhibit A. Interlocal Agreement Between King County and the City of
Issaquah for the Provision of Surface Water Management-
Related Services
Exhibit B. Businesses for Clean Water technical Services Scope of Work

1 **INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF**
2 **ISSAQUAH FOR THE PROVISION OF SURFACE WATER MANAGEMENT-**
3 **RELATED SERVICES**

4
5 This agreement is made and entered into between the City of Issaquah and King County,
6 referred to collectively as the "parties," to allow King County, through its Water and Land
7 Resources Division or successor agency, to provide surface water management related services to
8 Issaquah as requested by the City.

9 WHEREAS, Issaquah recognizes the need for comprehensive surface water management
10 to preserve and protect the environment, public and private property, and the health and welfare
11 of its citizens, and has in place legislation to conduct a surface water management program, and

12 WHEREAS, King County, through its adopted surface water management (SWM)
13 program, provides a range of SWM-related services within a designated services area and has the
14 ability to provide SWM services to other jurisdictions, and

15 WHEREAS, the parties desire to establish mechanisms by which King County may
16 provide to the City SWM-related technical support and specific services which the County has
17 established through its SWM program, and

18 WHEREAS, cooperation by the parties to provide SWM services will create service
19 provision efficiencies for both parties and provide for consistency in SWM practices across
20 jurisdictions, and

21 WHEREAS, pursuant to RCW 39.34, the parties are each authorized to enter into an
22 interlocal agreement;

23 NOW THEREFORE, it is agreed by the parties as follows:

24
25 **I. Purpose of the Agreement:**

- 26 A. To establish and set forth the SWM-related services that the parties agree King County,
27 through its Water and Land Resources Division (WLRD) or successor agency will
28 provide to Issaquah as of the execution date of this Agreement: Issaquah Creek Basin
29 Stewardship and Technical Support for Issaquah's Businesses for Clean Water Program.
30 B. To establish mechanisms whereby Issaquah may request and the County may provide

1 additional SWM services as needs are identified over the term of this Agreement.

2 **II. Administration**

3 A. The City and the County shall each appoint a representative to review compliance with
4 this Agreement and to resolve any conflicts. The administrators of the agreement shall
5 meet as needed. Either party is authorized to convene a meeting with a minimum of ten
6 (10) calendar days written notice to the other.

7 B. Any conflict that is not resolved by the Agreement administrators within ten (10) working
8 days of the meeting held to discuss the conflict shall be referred for resolution to the City
9 Manager and the WLRD Manager. If the conflict cannot be resolved by the City Manager
10 and the WLRD Manager, it shall be resolved by the City Manager and the Director of the
11 County's Department of Natural Resources (DNR).

12 **III. Description of Services to Be Provided as of Agreement Execution Date**

13 A. Issaquah Creek Basin Stewardship Services

14 This Agreement enables Issaquah to pay King County for a portion of the cost to provide
15 the Issaquah Creek Basin Steward, a staff position established by King County under the
16 auspices of the Issaquah Creek Basin and Nonpoint Action Plan ("the Plan"). The Plan
17 provides a range of services and activities to support and enhance the surface water
18 resources of the Issaquah Creek watershed, including those within the City of Issaquah.
19 The Basin Steward conducts and coordinates activities to implement the Plan, acting as a
20 point of contact and liaison for basin residents, organizations, and jurisdictions in the
21 Basin to manage, protect, and restore Basin resources. Primary functions of the Steward
22 are:

- 23 1. Initiating, coordinating and assisting with riparian and wetland planting projects in
24 the Issaquah Creek Basin;
- 25 2. Working with City, County, state, and federal staff, as well as members of the
26 community and businesses, to secure funding and implementation for the Issaquah
27 Waterways Program and capital improvement projects. The Issaquah Waterways
28 Program aims to protect the highest quality habitat along Issaquah Creek through
29 property acquisition, conservation easements, or current use taxation programs.

- 1 3. Providing technical assistance to agency staff and basin citizens regarding aquatic and
2 other natural resources in the basin, City and County programs and policies,
3 environmental review for development, and flooding problems;
- 4 4. Providing environmental education and presentations to diverse audiences, including
5 citizens, school groups, community groups, businesses, agency staff, and elected
6 officials;
- 7 5. Assisting with collection of information to set watershed priorities for the Issaquah
8 Creek Basin consistent with the work of the Sammamish Watershed Forum, Regional
9 Needs Assessment, and Endangered Species Act; and
- 10 6. Assisting with monitoring and volunteer activities in the Basin.

11 B. Businesses for Clean Water Services

12 Businesses for Clean Water (BCW) is a program previously established by King County
13 to provide education, technical assistance to, and recognition for businesses that adopt
14 practices to prevent pollutants from their sites from entering surface waters (including
15 stormwater runoff and lakes, streams and wetlands). Through the program, WLRD
16 technical staff has provided technical assistance by performing site visits and
17 consultations with businesses to assist them in implementing Best Management Practices
18 (BMPs) as documented in King County's BMP Manual. Upon successful implementation
19 of BMPs, businesses are officially recognized as Businesses for Clean Water and are
20 provided with public recognition of their status through a variety of means. The City of
21 Issaquah intends to establish its own Businesses for Clean Water Program, modeled after
22 the King County program. Through this Agreement, King County will provide the
23 technical assistance and support to Issaquah businesses to implement the necessary
24 pollution prevention practices and will coordinate with City representatives on
25 establishing the businesses with Issaquah's BCW Program. Services to be provided are
26 further described in Agreement Section V. B. and in Agreement Exhibit One.

27 IV. Services to Be Provided In the Future Upon Request

28 In the future, Issaquah may identify SWM services in addition to those already identified
29 in this Agreement that it wishes King County to provide. Such services may cover a

1 range of SWM programmatic and technical issues. This agreement provides for Issaquah
2 to be able to request additional services as needs arise, for the parties to work together to
3 establish scopes of work and estimated costs for these services, and for King County to
4 provide the services subject to staff availability.

5 **V. Responsibilities of the Parties**

6 **A. Issaquah Creek Basin Stewardship**

7 1. King County:

8 (a.) King County will provide staff on an annual basis, subject to budget allocations,
9 to serve as the Basin Steward with functions as described in Agreement Section
10 III.A.

11 (b.) The Basin Steward will coordinate closely with designated City of Issaquah staff
12 in planning and conducting activities within the City and on relevant stewardship
13 activities in other portions of the Issaquah Creek Basin.

14 2. Issaquah:

15 Issaquah will designate staff to work with the Basin Steward to plan and coordinate
16 relevant stewardship activities.

17 **B. Businesses for Clean Water Services**

18 King County will provide staff to conduct technical support services for an Issaquah
19 Businesses for Clean Water Program as outlined in Exhibit One, attached to this
20 Agreement and incorporated herein. In addition, King County will provide, upon
21 Issaquah's request, existing program materials such as graphics and artwork to support
22 Issaquah's program.

23 **C. Surface Water-Related Services That May Be Requested in the Future**

24 1. Should Issaquah wish the County to provide additional SWM-related services, it will
25 notify the County in writing and work with the County to develop mutually agreeable
26 scopes of work, to be signed and authorized by the Issaquah City Manager or
27 designee, for any additional services the parties agree the County will provide.

28 2. The County will work with Issaquah to develop mutually agreeable scopes of work
29 for any additional SWM services the parties agree that the County will provide, and

1 will provide said services. Provision of technical services is subject to County staff
2 and budget availability.

3 3. Any scopes of work for services to be provided will be attached to this Agreement.

4 **VI. Financial Arrangements**

5 **A. Service Costs**

6 1. Basin Steward Services

7 Estimated annual costs for providing the Issaquah Creek Basin Steward are \$85,000.

8 This cost does not include administrative costs incurred to provide steward services.

9 Issaquah will pay \$10,000 per year (including 1999) to support a portion of the
10 Steward position, subject to budget availability. The parties may renegotiate cost
11 shares in subsequent years; any revised cost shares will be documented and attached
12 to this Agreement.

13 2. Businesses for Clean Water Services

14 Estimated service costs for BCW support services are as documented in Exhibit One.

15 Issaquah will be billed and will pay for costs for actual services provided by King
16 County.

17 3. Additional SWM-Related Services

18 Scopes of work for any additional SWM-related services to be provided will include
19 estimated costs. Issaquah will be billed for and will pay actual costs including staff
20 time, vehicle and equipment costs, and administrative overhead costs, to provide the
21 services. No technical services will be provided under this Agreement except upon
22 specific request by Issaquah and agreement by King County.

23 **B. Billing and Payment for Services**

24 1. Basin Steward Services:

25 (a.) **Services in 1999.** For 1999 Basin Steward Services, King County will invoice
26 the City, upon execution of this agreement, for the cost of steward services
27 provided in quarters already elapsed. Remaining Basin Steward Services in 1999
28 will be billed on a quarterly basis.

1 (b.) **Services in 2000 and Subsequent Years.** King County will invoice the City
2 quarterly for one quarter of the City's agreed-upon annual share of support of
3 Basin Steward services (\$10,000 annually at the time of execution of this
4 Agreement). Quarterly invoices will also include charges for BCW services
5 provided in any given quarter of the year.

6 2. If the County provides additional SWM-related services to Issaquah, charges for
7 services provided in any given quarter will be included on the quarterly invoices.

8 3. Issaquah will pay the County within 45 days after the receipt of invoices.

9 **VII. Effectiveness and Duration:**

10 This Agreement shall become effective upon signature by all parties and shall renew
11 automatically from year to year subject to the provisions of Section VIII of this
12 Agreement.

13 **VIII. Amendments, Extension or Termination:**

14 A. This Agreement may be amended, altered, clarified or extended only by written
15 agreement of the parties hereto.

16 B. The estimated costs and services as shown in this Agreement are accepted by the parties
17 as representing the best projections for service and cost available at the time of this
18 Agreement. If either party requests changes to the level of services or to the cost of
19 services set forth in this Agreement, the parties will agree in writing to the changes.

20 C. This Agreement may be terminated by either party for any reason upon provision of one
21 hundred twenty (120) days written notice to the other party. Specific services provided
22 for through this Agreement may be terminated individually with sixty (60) days written
23 notice.

24 D. This Agreement is a complete expression of the terms hereto and any oral or written
25 representations or understandings not incorporated herein are excluded. The parties
26 recognize that time is of the essence in the performance of the provisions of this
27 Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent
28 default. Waiver or breach of any provision of this Agreement shall not be deemed to be a
29 waiver of any other or subsequent breach and shall not be construed to be a modification

1 of the terms of the Agreement unless stated to be such through written approval by the
2 parties which shall be attached to the original Agreement.

3 **IX. Hold Harmless and Indemnification:**

- 4 A. The County shall indemnify and hold harmless the City and its officers, agents and
5 employees, or any of them from any and all claims, actions, suits, liability, loss, costs,
6 expenses and damages of any nature whatsoever, by reason of or arising out of any
7 negligent act or omission of the County, its officers, agents and employees, or any of
8 them, relating to or arising out of the performance of this Agreement. In the event that
9 any such suit based upon such a claim, action, loss or damage is brought against the City,
10 the County shall defend the same at its sole cost and expense; provided, that the City
11 reserves the right to participate in such a suit if any principle of governmental or public
12 laws is involved. If final judgment be rendered against the City and its officers, agents
13 and employees, or any of them, or jointly against the City and the County and their
14 respective officers, agents and employees, or any of them, the County shall satisfy the
15 same.
- 16 B. In executing this Agreement, the County does not assume liability or responsibility for, or
17 in any way release the City from, any liability or responsibility which arises in whole or
18 in part from the existence or effect of City ordinances, rules or regulations. If any cause,
19 claim, suit, action or administrative proceeding is commenced in which the enforceability
20 and/or validity of any such City ordinance, rule or regulation is at issue, the City shall
21 defend the same at its sole expense and if judgment is entered or damages are awarded
22 against the City, the County or both, the City shall satisfy the same, including all
23 chargeable costs and attorney's fees.
- 24 C. The City shall indemnify and hold harmless the County and its officers, agents and
25 employees, or any of them, from any and all claims, actions, suits, liability, loss, costs,
26 expenses and damages of any nature whatsoever, by reason of or arising out of any
27 negligent act or omission of the City, its officers, agents and employees, or any of them,
28 relating to or arising out of the performance of this Agreement. In the event that any suit
29 based on such a claim, action, loss or damage is brought against the County, the City

1 shall defend the same at its sole cost and expense; provided that the County reserves the
2 right to participate in said suit if any principle of governmental law is involved; and if
3 final judgment be rendered against the County, and its officers, agents and employees, or
4 any of them, or jointly against the County and their respective officers, agents and
5 employees, or any of them, the City shall satisfy the same.

6 D. The foregoing indemnity is specifically and expressly intended to constitute a waiver of
7 each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as
8 respects the other party only, and only to the extent necessary to provide the indemnified
9 party with a full and complete indemnity of claims made by the indemnitor's employees.

10 The parties acknowledge that these provisions were specifically negotiated and agreed
11 upon by them.

12
13 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____
14 day of _____, 19____.

15
16 Approved as to Form

KING COUNTY:

17
18
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20 _____
21 Deputy Prosecuting Attorney

King County Executive

22
23
24
25 Approved as to Form

CITY OF ISSAQUAH:

26
27
28
29 _____
30 Legal Counsel

City Manager

**Businesses for Clean Water Technical Services
Scope of Work**

Purpose of Program and Services

The purpose of the City of Issaquah's Businesses for Clean Water (BCW) Program is to provide assistance and incentives to Issaquah businesses to implement Best Management Practices (BMPs) for stormwater pollution prevention. King County will provide technical services to assist the City in consulting with businesses on implementing appropriate BMPs to prevent pollutants from entering the City's storm and surface waters.

Process

The general process for provision of technical assistance will be as follows:

1. The City will identify businesses to be contacted for possible inclusion in its BCW program and arrange with representatives of the businesses for King County to contact them for on-site consultations.
2. County staff will set up on-site consultations with interested businesses. County staff who conduct consultations will: meet with the business's identified contact and tour the business site; review the Water Quality Best Management Practices checklist to identify which BMPs are appropriate to the business; check for illicit connections from the business to the public storm drainage system; and discuss methods of incorporating stormwater pollution prevention BMPs into business operations.
3. County staff may refer businesses to other agencies or programs for BMP implementation questions regarding such topics as hazardous waste and industrial waste. Appropriate agencies or programs may include King County's Local Hazardous Waste Management Program.
4. After the initial on-site consultations, County staff will draft, for the City's use, letters to the candidate businesses outlining BMPs that the businesses must adopt before being recognized as a Business for Clean Water. The City will issue the letters, which will inform the businesses of a specified time frame in which to implement BMPs, and to contact King County staff when they have done so.
5. Upon receiving notice that businesses have implemented required BMPs, or within a time frame agreed upon with the City, King County will conduct follow-up site visits to confirm compliance with identified BMPs or offer additional technical assistance for BMP compliance. King County will consult with Issaquah in deciding how many follow-up visits the County should perform.
6. King County will provide information to Issaquah regarding any code violation indications including evidence of illicit connections and violations of Washington State water pollution codes and water quality standards. King County will consult with the City on the possibility of the County conducting on-site water quality sampling. Any code enforcement actions will be strictly the responsibility of Issaquah.
7. Once businesses are in compliance with all identified BMPs, have met other BCW Program criteria, and have been determined by Issaquah to be BCW program eligible, King County will provide a letter form for Issaquah to use to notify businesses that they qualify for membership in the BCW program.

King County and City of Issaquah staff will manage additional process details as required.

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Service Costs

Costs will depend on the number of businesses to be evaluated for and assisted with membership in Issaquah's BCW program, the time required for follow-up with each business, and whether water quality-sampling is provided for a particular business. Estimated cost per business for initial site consultation, follow-up with City of Issaquah, and follow-up with businesses is \$850.00; costs are estimated at \$12,750 for services for 15 businesses. Issaquah will be billed for actual costs to provide services, including staff hours, administrative overhead, vehicles, and equipment.