



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 23, 2000

Motion 10948

Proposed No. 2000-0030.2

Sponsors Nickels and Phillips

1 A MOTION authorizing an interlocal agreement between
2 King County, the city of Burien, the city of SeaTac, the city
3 of Normandy Park and the Port of Seattle for the purpose of
4 preparing a basin plan for the Miller and Salmon Creek
5 basins.

6
7 WHEREAS, King County, the city of Burien, the city of SeaTac, the city of
8 Normandy Park and the Port of Seattle ("the parties") share jurisdiction in the Miller and
9 Salmon Creek basins ("the basin") and recognize that the basin contains an extensive
10 natural resource system including streams, lakes and wetlands that is worthy of
11 restoration and protection to promote water quality, fish habitat, recreation and flood
12 storage, and

13 WHEREAS, the parties agree on the importance of resolving existing drainage,
14 flooding, erosion and sedimentation and water quality problems in the basin, and

15 WHEREAS, the stability and function of the basin's natural resource is threatened
16 by existing and proposed development within the basin, and

17 WHEREAS, the parties recognize that drainage, flooding, erosion and

18 sedimentation, water quality and fisheries problems in the basin are irrespective of
19 jurisdictional boundaries, and

20 WHEREAS, the parties recognize that cooperative effort to identify and address
21 problems in the basin will promote cost savings to the public and the most effective
22 protection of the natural resource system, and wish to jointly develop a cooperative
23 interjurisdictional basin plan, and

24 WHEREAS, the parties have each previously conducted numerous stream
25 gauging, resource inventory, engineering, hydrologic modeling and water sampling
26 activities in the basin which they wish to contribute to a basin planning effort, and

27 WHEREAS, the parties desire to have the King County water and land resources
28 division assist in preparing a basin plan by providing staff and expertise under the
29 direction of a cross-jurisdictional management team, and

30 WHEREAS, preparation of a basin plan in the Miller and Salmon Creek basins is
31 time sensitive due to the listing of salmonids under the Endangered Species Act and to
32 address impacts to public and private property caused by surface water problems, and

33 WHEREAS, pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, the
34 jurisdictions are each authorized to enter into an agreement for cooperative action;

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

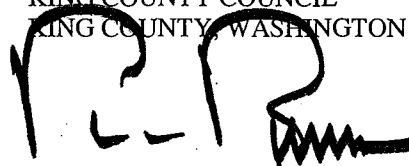
36 The county executive is hereby authorized to enter into an interlocal agreement in
37 substantially the same form as attached to this motion as Attachment A with the parties to
38 prepare a basin plan for the Miller and Salmon Creek basins provided that if the city of
39 Normandy Park declines to enter into this interlocal agreement within 60 days, the county
40 executive is authorized to execute an amendment to Section IV (Responsibilities) and

41 Section V (Costs) of this interlocal agreement. The county executive is encouraged to
42 continue negotiations with the city of Normandy Park to join the basin planning process.
43 Should the city of Normandy Park enter into this interlocal agreement, the city's cost shall
44 not exceed \$34,334.
45

Motion 10948 was introduced on 1/10/00 and passed by the Metropolitan King County Council on 5/22/00, by the following vote:

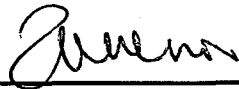
Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna,
Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague and Mr. Vance
No: 0
Excused: 1 - Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Miller and Salmon Creek Basin Plan Development Interlocal Agreement, B. Scope of Work

**MILLER & SALMON CREEK BASIN PLAN DEVELOPMENT
INTERLOCAL AGREEMENT**

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

7 WHEREAS, the Parties share jurisdiction in the Basin and recognize that it contains
8 an extensive natural resource system including streams, lakes, and wetlands that is worthy of
9 restoration and protection to promote water quality, fish habitat, recreation, and flood storage,
10 and

11 WHEREAS, the Parties agree on the importance of resolving existing drainage,
12 flooding, erosion and sedimentation, and water quality problems in the Basin, and

13 WHEREAS, the stability and function of the Basin's natural resource is threatened by
14 existing and proposed development within the Basin, and

15 WHEREAS, the Parties recognize that drainage, flooding, erosion and sedimentation,
16 water quality, and fisheries problems in the Basin are irrespective of jurisdictional
17 boundaries, and

18 WHEREAS, the parties recognize that a cooperative effort to identify and address
19 problems in the Basin will promote cost savings to the public and the most effective
20 protection of the natural resource system, and wish to jointly develop a cooperative inter-
21 jurisdictional Basin Plan, and

22 WHEREAS, the Parties have each previously conducted numerous stream gauging,
23 resource inventory, engineering, hydrologic modeling and water sampling activities in the
24 Basin which they wish to contribute to a basin planning effort, and

1 WHEREAS, the Parties desire to have the King County Water and Land Resources
2 Division assist in preparing a basin plan by providing staff and expertise under the direction
3 of a cross-jurisdictional management team, and

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

6 NOW THEREFORE, the Parties agree as follows:

7 **I. Purpose**

8 The purpose of this agreement is to provide the means by which the Parties will jointly
9 prepare a basin plan for addressing surface water and fish habitat issues within the
10 Miller and Salmon Creek Basins, and develop an implementation program for
11 adoption by the implementing agencies, which may or may not include the Parties to
12 this agreement.

13 **II. Basin Plan Description**

14 A. The Miller & Salmon Creek Basin Plan (Basin Plan) will consider the effects of
15 existing development and future land use (using adopted comprehensive plans of
16 the Parties hereto, zoning and other land use plans and studies for the area, and
17 scheduled or proposed infrastructure projects) on the existing aquatic resource
18 system of the entire Basin regardless of jurisdiction.

19 B. The Basin Plan will: gather and analyze existing information; collect information
20 on the current geologic conditions and infrastructure conditions within the basin;
21 develop a hydrologic model for use as a tool for analyzing identified problems;
22 develop an inventory of current and anticipated problems relating to stormwater
23 conveyance, water quality, fish habitat, geologic stability, and infrastructure
24 operation; prioritize identified problems; identify possible solutions for problems

1 of a regional nature; examine potential impacts of implementing proposed
2 solutions; develop specific recommendations for which solutions to implement;
3 identify estimated costs for recommended solutions; identify potential funding
4 sources; and develop a proposed program for implementation of
5 recommendations.

6 C. When completed, the Basin Plan will be presented to the legislative authority of
7 each Party for consideration and adoption of implementation strategies. If
8 adopted by the legislative authority, the Basin Plan will serve as a policy
9 framework for guiding decisions and appropriations regarding surface water
10 capital improvements, fish habitat improvements, drainage regulations and
11 enforcement, drainage maintenance, land use, zoning, and other related actions
12 identified by the Basin Plan as contributing significantly to existing and future
13 problems.

14 D. Implementation of the Basin Plan recommendations will be accomplished by a
15 series of separate Implementation Interlocal Agreements among the Parties
16 addressing specific projects, policy and programmatic measures.

17 **III. Project Management**

18 A. Development of the Basin Plan (the Project) shall be managed by a Project
19 Management Team (PMT). The PMT shall review Project work products and
20 approve any necessary changes to the Project, including amending the Project
21 Scope of Work.

22 B. One representative to the Project Management Team shall be appointed by each
23 Party by either the Manager of King County's Water and Land Resources
24 Division, Director of the Public Works Department, the City Manager, or the

1 Director of Aviation and Maintenance, as appropriate to each Party. Attendance
2 of additional staff from any of the Parties in support of the PMT is welcome.
3 Staff costs for PMT participation are the responsibility of each party and are not
4 included in total project costs.

5 C. King County shall serve as facilitator for the PMT and shall schedule, facilitate,
6 and provide summaries of PMT meetings. PMT facilitation shall be performed
7 by a King County staff person separate from the King County representative to
8 the PMT. Costs for PMT facilitation will be paid by the Parties according to the
9 percentages as given in Agreement Section V.A. and are included in the Scope of
10 Work (attached to this agreement as Exhibit One and incorporated herein).

11 D. The PMT will reach its decisions by consensus. Issues that cannot be resolved
12 by the PMT will be referred to the Parties' Directors and City Managers for
13 resolution.

14 **IV. Responsibilities**

15 A. King County shall: 1) provide a representative to serve on the Project
16 Management Team and staff to support and facilitate the PMT; 2) provide staff
17 to perform daily project management and coordination duties; and 3) complete
18 the work activities described in Exhibit One and/or hire and manage any
19 consultants necessary to complete work activities.

20 B. Burien, SeaTac, Normandy Park, and the Port shall each provide: 1) a
21 representative to serve on the PMT and staff to support the PMT member; and 2)
22 water quality, fisheries, and stream flow data previously collected, and land use
23 maps and information needed for modeling and analysis.

24 **V. Costs**

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

2	Burien	50%
3	SeaTac	5%
4	Normandy Park	10%
5	Port	10%
6	King County	25%

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

10 C. Total Project costs are estimated at \$343,340 and shall not exceed \$378,340.

11 **VI. Billing and Payment**

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

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

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

19 **VII. Effectiveness, Duration, Termination, and Amendment**

20 The Parties agree to the following:

21 A. This agreement is effective upon signature by the Parties and remains in effect
22 until December 31,2001.

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

13 **VIII. Counterparts**

14 This agreement may be executed in counterparts.

15 **IX. Indemnification and Hold Harmless**

16 The Parties agree to the following:

17 Each Party shall protect, defend, indemnify, and save harmless the other Parties,
18 their officers, officials, employees, and agents, while acting within the scope of
19 their employment as such, from any and all costs, claims, judgments, and/or
20 awards of damages, arising out of, or in any way resulting from, each Party's own
21 negligent acts or omissions. Each Party agrees that its obligations under this
22 subparagraph extend to any claim, demand, and/or cause of action brought by, or
23 on behalf of, any of its employees or agents. For this purpose, each Party, by
24 mutual negotiation, hereby waives, with respect to the other Parties only, any

1 immunity that would otherwise be available against such claims under the
2 Industrial Insurance provisions of
3 Title 51 RCW. In the event that any Party incurs any judgment, award, and/or
4 cost arising therefrom, including attorneys' fees, to enforce the provisions of this
5 Article, all such fees, expenses, and costs shall be recoverable from the
6 responsible Party to the extent of that Party's culpability.

1 IN WITNESS WHEREOF, the Parties hereto have executed this amendment on the _
2 __ day of _____, 19__.

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Approved as to Form

King County:

By: _____
Title: Deputy Prosecuting Attorney

By: _____
Title: King County Executive

Approved as to Form

City of Burien:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

City of SeaTac:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

City of Normandy Park:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

Port of Seattle:

By: _____
Title: _____

By: _____
Title: _____

MILLER/SALMON CREEK BASIN PLAN--Proposed Scope of Work
Page 1

Miller Creek/Salmon Creek Basin Plan		Proposed Scope of Work												Staff Cost	Direct Cost Item		
Phase	Task	Staffmember Rate	Staffing												Staff Cost	Direct Cost Item	
			Project Manager (H&H)	Sr. Engineer (WQ)	Hydrologist	Eng. Tech	SIS + graphics	Geologist	Sr. Ecologist	Ecologist	Survey crew	Team Meetings					
Facilitation	Facilitate project management team meetings		96				96									\$12,000	
Data Review/Startup	Management of startup phase		120													\$9,000	
	Review existing data (lit. search, interviews, complaint records, etc.)		40	48	40	40	76			16	104			8		\$23,240	
	Team meetings (2)															\$3,400	
	SUBTOTAL															\$35,640	
Data Collection	Management of data collection effort		20													\$1,500	
	Conduct stream habitat survey (Walker Cr. only)										96					\$5,760	
	Conduct juvenile fish survey (electroshocking)										104					\$6,240	
	Conduct spawner survey										50					\$1,920	
	Conduct misc. habitat investigations: estuary, passage barriers, etc.										32					\$3,060	
	Develop stream sampling plan: stormwater and bassflow, and steelhead										20	6	24			\$1,920	\$3,000 survey will be done by volunteers with oversight by technical staff
	Conduct water quality sampling and temperature monitoring										20	6	24			\$3,060	
	Conduct floodplain survey, review of flooding problem sites										24	3	260	40		\$19,860	WQ sampling equipment & lab analysis
	Collect surficial geology and stream geomorphology data		40												64	\$4,800	Lake & wetland surveys not included
	Prepare status report & conduct Public Workshop		10													\$4,800	
	Team Meeting															\$1,750	
	SUBTOTAL													4		\$1,700	
																\$54,210	
Conditions Analysis	Management of conditions analysis		40													\$3,000	
	Hydrologic model setup (update land uses, precip, boundaries, etc.)			8												\$15,120	
	Hydrologic model calibration										12					\$3,600	
	Analyze hydrologic conditions analysis: current and future			8												\$3,600	
	Analyze hydraulic capacity of major infrastructure			20												\$3,800	
	Develop floodplain model, analyze results			16												\$3,500	
	Complete fish passage analysis			32												\$5,660	
	Analyze water quality data, model future trends			12												\$2,160	
	Analyze factors affecting salmonid habitat			16	20	12	20	28	32	72	208					\$23,900	
	Classify and prioritize problems: regional/local, level of importance		16	20	12	20	6	80		8	12	8				\$4,800	
	Development of analytical graphics															\$3,400	
	Team Meetings (2)															\$4,800	
	SUBTOTAL															\$46,920	

