



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 15, 2002

Motion 11552

Proposed No. 2002-0293.2

Sponsors Edmonds and Phillips

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

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8 WHEREAS, King County, the city of Burien, the city of SeaTac, the Port of
9 Seattle and the state of Washington Department of Transportation ("the parties") share
10 jurisdiction in or have other interests in the Miller and Salmon creek basins ("basin") and
11 recognize that it contains important natural resources, including streams, lakes and
12 wetlands that are vital to promote water quality, fish habitat, recreation and flood storage,
13 and

14 WHEREAS, the stability and function of the basin's natural resources are
15 threatened by existing and proposed development within the basin, and

16 WHEREAS, the parties manage stormwater within the basin and desire to
17 cooperate to develop cost-effective solutions for stormwater management, and

18 WHEREAS, the parties agree on the importance of resolving existing drainage,
19 flooding, erosion and sedimentation, and water quality problems in the basin that cross
20 jurisdictional boundaries, and

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

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

28 WHEREAS, area citizens have raised questions concerning whether the interlocal
29 agreement will facilitate the Port of Seattle's Third Runway Project and, in particular,
30 whether aspects of plans or facilities contemplated under the interlocal agreement will
31 facilitate directly or indirectly the Port of Seattle's separate obligation to construct
32 stormwater facilities under the Third Runway Project's Clean Water Act section 401
33 certification, and

34 WHEREAS, it is not the county's intention in entering into this interlocal
35 agreement to contemplate, authorize, facilitate, support, oppose, or clear the way for the
36 Third Runway Project and it is not the county's intention that its participation in this
37 interlocal agreement be used directly or indirectly to contemplate, authorize, facilitate,
38 support, oppose, or clear the way for the Third Runway Project, and

39 WHEREAS, this motion does not reflect support or opposition to the third
40 runway, but rather reflects support for the basin planning process and a recognition of the

41 fact that the process will be derailed if it becomes entangled directly or indirectly in the
42 third runway controversy, and

43 WHEREAS, it is the county's intention to support the basin planning process by
44 assuring that the planning process and the basin plan resulting from the process will not
45 be used to substitute for or satisfy the Port's individual obligation or responsibility
46 relating to the Third Runway Project, and

47 WHEREAS, the interlocal agreement provides, in part, that a party may end its
48 participation in the basin planning project and withdraw from the interlocal agreement by
49 providing 30-day written notification to all other parties and by paying its share of costs
50 for the project to the end of the quarter in which that party's participation ends; and

51 WHEREAS, the parties desire to have the King County water and land resources
52 division assist in preparing a basin plan by providing staff and expertise under the
53 direction of a management team composed of representatives of the parties, and

54 WHEREAS, under chapter 39.34 RCW, the interlocal cooperation act, the parties
55 are each authorized to enter into an agreement for cooperative action;

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

57 The county executive is hereby authorized to enter into an interlocal agreement, in
58 substantially the same form as Attachment A to this motion, with the parties to prepare a
59 basin plan for the Miller and Salmon creek basins. No action or plan of action resulting
60 from this basin plan shall substitute for or satisfy the Port's individual obligation or
61 responsibility relating to the Third Runway Project. The county shall withdraw from the
62 interlocal agreement if any party attempts to include 401 certification or 404 permit
63 issues concerning the Port of Seattle's Third Runway Project in the basin planning

Motion 11552

64 project or to cite or rely on the interlocal agreement as an element of compliance with the
65 401 certification, 404 permit or any other permit for the Port of Seattle's Third Runway
66 Project.

67

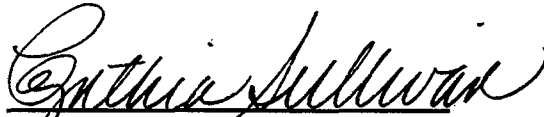
Motion 11552 was introduced on 8/19/2002 and passed by the Metropolitan King County Council on 10/14/2002, by the following vote:

Yes: 12 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague and Ms. Patterson

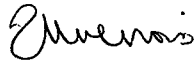
No: 0

Excused: 1 - Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Miller and Salmon Creek Basin Plan Development Interlocal Agreement

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

11552

1 This Agreement is entered into by King County, Washington (hereinafter "King County"), the
2 City of Burien (hereinafter "Burien"), the City of SeaTac (hereinafter "SeaTac"), the Port of Seattle
3 (hereinafter "the Port"), and the State of Washington, Department of Transportation (hereinafter
4 "WSDOT"), collectively referred to as the "Parties," for the purpose of preparing a basin plan for the
5 Miller and Salmon Creek Basins, hereinafter referred to singularly as the "Basin."

6 WHEREAS, the Parties share jurisdiction in or have other interests in the Basin and recognize
7 that it contains important natural resources, including streams, lakes, and wetlands that are vital to
8 promote water quality, fish habitat, recreation, and flood storage, and

9 WHEREAS, the stability and function of the Basin's natural resources are threatened by existing
10 and proposed development within the Basin, and

11 WHEREAS, the Parties manage stormwater within the basin and desire to cooperate to develop
12 cost-effective solutions for stormwater management, and

13 WHEREAS, the Parties agree on the importance of resolving existing drainage, flooding,
14 erosion and sedimentation, and water quality problems in the Basin that cross jurisdictional
15 boundaries, and

16 WHEREAS, the Parties recognize that a cooperative effort to identify and address problems in
17 the Basin will promote cost savings to the public and the most effective protection of the natural
18 resource system, and wish to jointly develop a cooperative interjurisdictional Basin Plan, and

19 WHEREAS, the Parties have each previously conducted stream gauging, resource inventory,
20 engineering, hydrologic modeling and water sampling activities in the Basin, all of which they wish to
21 contribute to a basin planning effort, and

22 WHEREAS, the Parties desire to have the King County Water and Land Resources Division
23 assist in preparing a basin plan by providing staff and expertise under the direction of a management
24 team composed of representatives of the Parties, and

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

27 NOW THEREFORE, the Parties agree as follows:

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I. Purpose

The purpose of this Agreement is to provide the means by which the Parties will jointly prepare a basin plan for addressing surface water and fish habitat issues within the Basin, and to develop implementation recommendations for consideration by the implementing agencies, which may or may not include the Parties to this Agreement.

II. Basin Plan Description

- A. The Miller & Salmon Creek Basin Plan (hereinafter “Basin Plan”) will consider the effects of existing development and future land use (using adopted zoning, comprehensive and other land use plans and studies for the area) on the aquatic resources of the entire Basin regardless of jurisdiction.
- B. The Basin Plan will: gather and analyze existing information; collect information on selected watershed and infrastructure conditions within the Basin; develop a hydrologic model for analyzing identified problems; identify current and anticipated problems relating to stormwater conveyance, water quality, fish habitat, stream stability, and infrastructure operation; prioritize identified problems; identify possible solutions for the highest priority problems of a regional nature; examine potential problems for implementing solution alternatives; develop specific solution recommendations for the highest priority problems; estimate costs for recommended solutions; and develop implementation recommendations.
- C. When completed, the Basin Plan will be presented to the legislative authorities of King County, Burien, SeaTac and the Port for adoption. Upon adoption, the Basin Plan will serve as a policy framework for the adopting entities to guide decisions and appropriations regarding surface water capital improvements, fish habitat improvements, drainage regulations, enforcement and maintenance, land use, zoning, and/or other related actions identified by the Basin Plan as contributing significantly to existing and future problems. WSDOT will not conduct a formal Basin Plan adoption process, which is not required for WSDOT to consider and participate in the Basin Plan implementation strategies.
- D. It is intended that implementation of the Basin Plan recommendations will be accomplished by a series of separate implementation interlocal agreements addressing specific projects, policy and programmatic measures.

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III. Project Management

- A. Development of the Basin Plan (referred to hereinafter as the “Project”) shall be managed by a Project Management Team (PMT). The PMT shall review Project work products and approve any necessary changes to the Project, including the amendment of the Project Scope of Work, attached to this Agreement as Exhibit One and incorporated herein and made a part hereof.
- B. One representative to the PMT will be appointed by each of the Parties, as follows: for King County, by the Manager of King County's Water and Land Resources Division; for Burien, by the Director of the Public Works Department; for SeaTac, by the City Manager; for the Port, by the Director of Aviation Facilities; and for WSDOT, by the Director of the Office of Urban Mobility. Involvement of additional staff from any of the Parties in support of the PMT is welcome. Participation in the PMT is the responsibility of each party and is not included in total Project costs.
- C. King County shall serve as facilitator for the PMT and shall schedule, facilitate, and provide summaries of PMT meetings. PMT facilitation shall be performed by a King County staff person separate from the King County representative to the PMT. The PMT will reach its decisions by consensus. Issues that cannot be resolved by the PMT will be referred for resolution to the appointing authorities for the PMT, as identified in Section III.B of this Agreement.
- D. The PMT shall coordinate public outreach and involvement for the Project. Individual PMT members shall have lead responsibility for public outreach and involvement within their jurisdictions.

IV. Responsibilities

- A. King County shall: 1) provide a representative to serve on the PMT and staff to support and facilitate the PMT; 2) provide staff to perform Project management and coordination duties; and 3) complete the work activities described in Exhibit One and/or hire and manage any consultants necessary to complete work activities.
- B. Burien, SeaTac, the Port and WSDOT shall each provide: 1) a representative to serve on the PMT and staff to support the PMT member; and 2) water quality, fisheries, and stream

1 flow data previously collected; complaint and problem identification information; and land
2 use and zoning maps and other information needed for modeling and analysis.
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4 **V. Costs**

5 A. Agreement cost shares: The Parties agree to pay the following percentages of the cost-
6 shared budget of the Project:

7	Burien	50%
8	SeaTac	5%
9	Port	10%
10	King County	25%
11	WSDOT	10%

12 C. The cost-shared budget for the Project is identified in Exhibit One and includes costs for
13 staff, overhead, supplies, consultants, and equipment, and costs incurred prior to the
14 execution of this Agreement to initiate the Scope of Work.

15 D. The cost-shared budget for the Project is estimated at \$353,178 and shall not exceed
16 \$404,486 without further written agreement of the Parties.
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18 **VI. Billing and Payment**

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

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

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

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

26 A. This Agreement is effective upon signature by the Parties and remains in effect until
27 December 31, 2004.

28 B. A Party may end its participation in the Project and withdraw from this Agreement by
29 providing 30-day written notification to all other Parties and by paying its share of costs
30 for the Project to the end of the quarter in which the Party's participation ends.

- 1 C. This Agreement may be amended, altered, clarified, or extended only by the written
2 agreement of the Parties hereto, except that changes to the Scope of Work may be made by
3 consensus agreement of the PMT. An equitable adjustment in cost or period of
4 performance or both may be made if required by such change except that maximum
5 allowed Project costs may not be exceeded.
- 6 D. This Agreement is not assignable by any Party, either in whole or in part.
- 7 E. This Agreement may be amended to admit additional parties as "latecomers". Participation
8 of additional parties in this Agreement will require the payment of a "latecomer fee" to
9 cover a portion of the cost-shared budget of the Project, as agreed to by the Parties.
- 10 F. This Agreement is a complete expression of the intent of the Parties and any oral or written
11 representations or understandings not incorporated herein are excluded. The Parties
12 recognize that time is of the essence in the performance of the provisions of this
13 Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent
14 default. Waiver of breach of any provision of this Agreement shall not be deemed to be a
15 waiver of any other or subsequent breach and shall not be construed to be a modification
16 of the terms of the Agreement unless stated to be such through written approval by the
17 Parties which shall be attached to the original Agreement.

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19 **VIII. Counterparts**

20 This Agreement may be executed in counterparts.

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IX. Indemnification and Hold Harmless

The Parties agree to the following:

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

the ____ day of _____, 200_.

Approved as to Form

King County:

By: _____

By: _____

Title: Deputy Prosecuting Attorney

Title: King County Executive

Approved as to Form

City of Burien:

By: _____

By: _____

Title: _____

Title: _____

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Approved as to Form

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Title: _____

City of SeaTac:

By: _____
Title: _____

Port of Seattle:

By: _____
Title: _____

WSDOT:

By: _____
Title: _____