

RESOLUTION 618

CITY OF LACEY

A RESOLUTION AUTHORIZING THE EXECUTION OF INTERLOCAL COOPERATION AGREEMENTS FOR STORM WATER AND WATERSHED MANAGEMENT PLANNING AND PHASE I OF THE PACIFIC AVENUE OUTFALL RELOCATION

WHEREAS, Thurston County and the Cities of Lacey, Olympia and Tumwater have jointly participated in applying for various grants for storm water and watershed management planning and for carrying out the Pacific Avenue Outfall Relocation; and

WHEREAS, good planning practice requires the county and the three cities to continue this cooperative undertaking to deal with storm water run off and watershed management; and

WHEREAS, Thurston County, as lead agency, has obtained state grants under the Centennial Clean Water Program, Centennial Early Action Watershed Program, and the Flood Control Account Assistance Program, which grants are to be used in all four jurisdictions; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, that the city manager is hereby authorized and directed to execute those certain agreements on behalf of the City of Lacey entitled "Interlocal Cooperation Agreement 1987-1989 Thurston County F.C.A.A.P. Grant," "Interlocal Cooperation Agreement 1987-1988 Thurston County Centennial Clean Water Program" and "Interlocal

Cooperation Agreement 1987-1989 Thurston County Centennial Early
Action Watershed Program," in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY,
WASHINGTON, this 22nd day of October, 1987.

CITY COUNCIL

By Kay Boyd
Mayor

Attest:

Timothy McGuire
City Clerk

Approved as to form:

[Signature]
City Attorney

INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF LACEY AND THURSTON COUNTY

1987-1989 THURSTON COUNTY CENTENNIAL
EARLY ACTION WATERSHED PROGRAM GRANT

Interlocal cooperation agreement regarding the Thurston County FY 1987-88 Centennial Clean Water Program grant to fund Phase I and Phase II of the new storm water outfall and treatment facility for the Pacific Avenue Woodland Creek storm drain outfall.

This agreement is made and entered into by and between the city of Lacey, hereinafter called "City," and THURSTON COUNTY, hereinafter called "County."

WITNESSETH:

WHEREAS, it is in the public interest to effectively deal with existing and potential damage resulting from urban storm water runoff;

WHEREAS, Thurston County is designated as the lead agency for administration of the Centennial Early Action Watershed Program;

WHEREAS, pursuant to Chapter 39.34 RCW, the parties are authorized to jointly exercise the powers, privileges, and authority described herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties agree and resolve as follows:

I. PURPOSE

This interlocal agreement establishes the benefits and obligations to the parties for participation in Thurston County's 1987-1989 Centennial Early Action Watershed Program grant.

II. RELATIONSHIP

The parties agree that they intend to act jointly pursuant to the authority of Chapter 39.34 RCW to accomplish the purpose recited herein. No separate legal entity is created by this agreement. The administrator of this undertaking shall be the Director, Thurston County Office of Water Quality and Resource Management.

III. SCOPE OF THE PROJECT

The City shall complete the work elements as described below in accordance with the scope of work included as part of this Agreement as Attachment 1. Work elements are:

- A. Conduct preliminary site evaluation and determine final treatment site location.
- B. Initiate environmental assessment and required permits.
- C. Complete purchase negotiations and obtain the site.

IV. THURSTON COUNTY SHALL:

- A. Administer the grant program through the Office of Water Quality and Resource Management, including coordination with city public works staff, participating County departments and other agencies to ensure that work proceeds in an acceptable manner and that performance is timely.
- B. Thurston County shall not participate in costs of this element of the early action watershed grant program.
- C. Account for funds expended and reimburse the City for funds expended, claimed, and reimbursed from the Department of Ecology.

V. CITY OF LACEY SHALL:

- A. Assign its chief public works or engineering manager or designee to participate and assist the County in scope of work preparation and overall project direction.
- B. Maintain adequate records and charges for all labor and other costs associated with the project directly contributable to grant work elements in accordance with Section IV of the agreement.
- C. Review the data provided through the project and take action as deemed appropriate relative to development of all project elements.
- D. Submit request for reimbursement of funds expended, with supporting documentation and progress reports as required by the Department of Ecology.
- E. Comply with all applicable requirements of the Shellfish Protection Program Grant No. Tax 88002 between the Department of Ecology and Thurston County.

VI. BUDGET

- A. Estimated costs by task are shown on Attachment 2 which is incorporated by reference herein.
- B. Local cost share for the various tasks included in the grant program is divided as follows:

Thurston County	(Administer Grant Only)
City of Lacey	25,625
Department of Ecology	<u>48,375</u>
	74,000

C. City shall submit expenditure reports quarterly or as major tasks elements are completed. The County shall not be responsible for any reimbursement to the City until such time as progress billings are received by and processed by the Department of Ecology.

VII. DURATION

The estimated project completion date is January-1, 1989. The City shall complete its obligations under this agreement by September 1, 1989.

VIII. TERMINATION

This agreement shall terminate upon agreement of the parties.

IX. PROPERTY

To the extent not covered by State law or the terms of applicable grants, all property purchased or developed under this Agreement shall be owned by the city.

CITY OF LACEY

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

By: Meredith Lewis
City Manager

Karen Francis
Chairman

Date: November 13, 1987

George L. Barner Jr.
Commissioner

ATTEST:
Christy McGuire
City Clerk

Les Eldridge
Commissioner

ATTEST:
Wanda Steffen 11.16.87
Clerk of the Board

APPROVED AS TO FORM:

PATRICK D. SUTHERLAND
PROSECUTING ATTORNEY
Thomas Bjorge
Deputy Prosecuting Attorney

ATTACHMENT I

Phase I - 1987
Task Assignment

- Task I Engage Consultant
- Task II Preliminary Site Evaluation (Land Appraisals) Entry Permits
- Task III Preliminary Engineering Final Site Determination
- Task IV Preliminary Plans and Engineering, Environmental Assessment/Shoreline Permit

Phase II - 1988
Task Assignment

- Task I Final Negotiations for Site
- Task II Condemnation Proceedings if Required
- Task III Final Purchase

LH:rt/1187.8/7

ATTACHMENT 2

Phase I - 1987
Cost Estimate

	<u>Task I</u>	<u>Task II</u>	<u>Task III</u>	<u>Task IV</u>	<u>Total</u>
Salaries	975	975	325	1,950	4,225
Fringe	525	525	175	1,050	2,275
Travel	--	500	500	--	1,000
Equipment	--	250	250	--	500
Contractual Service	--	3,250	1,500	--	4,750
Lab/Soil	<u>--</u>	<u>1,000</u>	<u>250</u>	<u>--</u>	<u>1,250</u>
TOTAL	*\$1,500	\$6,500	*\$3,000	\$3,000	\$14,000

*Additional City match possible in these categories in the form of City staff time. Not considered local matching money.

Phase I summary with additional local match:

Ecology Grant 75% of 9,500	7,125
LOCAL Match 25% of 9,500 + 4,500	<u>6,875</u>
TOTAL	\$14,000

LH:rt/1187.8/8

ATTACHMENT 2 (Continued)

Phase II - 1988
Cost Estimate

	<u>Task I</u>	<u>Task II</u>	<u>Task III</u>	<u>Total</u>
Salaries	325	325	--	650
Fringe	175	175	--	350
Travel	--	150	--	150
Equipment	--	--	--	--
Contractual Services	1,000	2,850	--	3,850
Land	<u>--</u>	<u>--</u>	55,000	<u>55,000</u>
TOTAL	*\$1,500	*\$3,500	\$55,000	\$60,000

*Additional City match possible in these categories in the form of City staff time. Not considered local matching money.

Phase II summary with additional local match:

Ecology Grant 75% of \$55,000	41,250
LOCAL Match 25% of \$55,000 + 5,000	<u>18,750</u>
TOTAL	\$60,000

LH:rt/1187.8/9

INTERLOCAL COOPERATION AGREEMENT
1987-1989 THURSTON COUNTY F.C.A.A.P. GRANT

Interlocal cooperation agreement regarding the Thurston County FY 1987-1989 Flood Control Assistance Account Program (FCAAP) grant to fund comprehensive flood control management planning.

This agreement is made and entered into by and between the cities of Lacey and Olympia, hereinafter called "Cities," and Thurston County, hereinafter called "County."

WITNESSETH:

WHEREAS, it is in the public interest to effectively deal with existing and potential flood damage to property and aquatic resources; and

WHEREAS, it is to the mutual advantage of the parties to share the cost of preparing comprehensive flood control management plans with financial support from the Department of Ecology through the Flood Control Assistance Account Program (FCAAP); and

WHEREAS, pursuant to Chapter 39.34 RCW, the parties are authorized to jointly exercise the powers, privileges, and authority described herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties agree and resolve as follows:

I. PURPOSE.

This interlocal agreement establishes the benefits and obligations to the parties for participation in the County's 1987-1989 FY grant for Flood Control Assistance Account Program (FCAAP) funds administered by the Washington State Department of Ecology.

II. RELATIONSHIP.

The parties agree that they intend to act jointly pursuant to the authority of Chapter 39.34 RCW to accomplish the purpose recited herein. No separate legal entity is created by this agreement. The administrator of this undertaking shall be the County's Public Works Director or the Deputy Public Works Director..

III. SCOPE OF THE PROJECT.

Initiate comprehensive flood control management planning for the north Thurston County watersheds through:

1. Data gathering of stream flow and precipitation for significant area streams;
2. Preparation of comprehensive flood control management plans for Woodland and Woodard Creeks; and
3. Identification of a model flood control management planning process and plan content to be applied to other basins in the north County region.

IV. Thurston County shall:

A. Administer the grant program through the Public Works Department, including coordination with city public works staff, participating County departments and other agencies to ensure that work proceeds in an acceptable manner and that performance is timely.

B. Coordinate with County departments involved with developing the Henderson Inlet Watershed Action Plan to ensure maximum mutual benefit and coordination between the two programs.

C. Account for funds expended and bill each agency for its agreed upon share of the project.

D. Provide legal opinions and support as necessary to carry out the work.

E. Own and operate equipment acquired as part of this project except where transferred to one of the Cities or another party upon mutual agreement of all parties.

V. Each City shall:

A. Assign its chief public works or engineering manager or designee to participate and assist the County in scope of work preparation and overall project direction.

B. Reimburse the County for the Cities' share of the total project or account for labor and other costs directly contributing to grant work elements in accordance with Section IV of this agreement.

C. Review the data provided through the project and take action as deemed appropriate relative to plan adoption and implementation of the comprehensive flood control management plans for Woodland and Woodard Creek watersheds.

D. Provide data required for the Woodland and Woodard Creek comprehensive flood control management plans, including topographic information and existing data on man-made and natural drainage facilities.

E. Assist as appropriate with obtaining public input to the plans.

VI. ESTIMATED COST.

A. Estimated expenses and cost share for each task are shown on Figure 1 (prepared by Thurston County Public Works for this interlocal agreement) and Attachment A (prepared by Department of Ecology for the F.C.A.A.P. grant agreement with Thurston County.) These documents are incorporated by reference herein.

B. The costs allocated to the parties assume 1.) successful negotiation of a final agreement with the Department of Ecology for the Flood Control Assistance Account Program grant with local match provided by the parties to this agreement; and 2.) negotiation of a basin modeling cooperative agreement with the U.S. Geological Survey.

Local cost share for various tasks included the grant program is divided as follows:

Element I, Task A: Stream Flow Monitoring - Local share based on the number of basins wholly or partially within each jurisdiction:

	<u>Olympia</u>	<u>Lacey</u>	<u>County</u>
Deschutes	X	X	X
Woodland		X	X
Woodard	X	X	X
Indian	X		X
Percival	X		X
Chambers	X	X	X
Green Cove	X		X
Yelm			X
Salmon			X
Ellis	X		X
Total basins	7	4	10
Percentage of basins wholly or partially in jurisdiction	35%	20%	45%

Element I, Task B: Precipitation Monitoring - Equal cost share by County, Olympia and Lacey.

Element I, Task C: Contour Mapping - Local share borne by benefitted jurisdiction.

Element II: Woodland/Woodard Creeks Flood Control Plans - Local share based on acreage in the two basins. Estimated acreage and percentage per jurisdiction are:

	<u>Lacey</u>	<u>Olympia</u>	<u>County</u>
Woodland	4,738 ac.	148 ac.	11,423 ac.
Woodard	<u>138</u>	<u>1,078</u>	<u>3,851</u>
Total acreage/jur.	4,876	1,226	15,274
Percentage/juris.	23%	6%	71%

Element III: Model Flood Control Management Plan - Equal share.

Element IV: Management and Administration - Based on sub-total of local cost share assigned to each jurisdiction.

Estimated cost share for the affected parties is as follows:

City of Lacey	11,635
City of Olympia	9,057
Thurston County	30,010
Department of Ecology*	151,098
U.S. Geological Survey*	<u>33,500</u>
	236,090

(* Note: Contingent on agreement between Thurston County and agency.)

D. Cities shall pay monthly as billed by the County. Cities shall provide a monthly summary of their costs directly contributing to grant work elements in accordance with Section IV of the agreement, so that costs can be properly apportioned. If the agreement is terminated before completion of the work contemplated herein, the Cities agree to reimburse the County within fourteen (14) days of the termination date for the Cities' share of cost incurred at the date of termination.

VII. DURATION.

The estimated project completion date is June 30, 1989.

VIII. TERMINATION.

This agreement shall terminate upon agreement of the parties.

CITY OF OLYMPIA

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

By: _____

Chairman

Date: _____

ATTEST:

Commissioner

City Clerk

Commissioner

CITY OF LACEY

ATTEST:

By: Mary J. Crois

Clerk of the Board

Date: December 7, 1987

ATTEST:

APPROVED AS TO FORM:

City Clerk

PATRICK D. SUTHERLAND
PROSECUTING ATTORNEY

By: Catherine B. Kalvin
Deputy Prosecuting Attorney

IA-FCAAP
11/87

INTERLOCAL COOPERATION AGREEMENT
1987-1988 THURSTON COUNTY CENTENNIAL CLEAN WATER PROGRAM GRANT

Interlocal cooperation agreement regarding the Thurston County FY 1988 Centennial Clean Water Program grant to fund a design manual and data collection for the Woodland and Woodard Creek basin plans.

This agreement is made and entered into by and between the cities of Lacey, Olympia and Tumwater, hereinafter called "Cities," and THURSTON COUNTY, hereinafter called "County."

WITNESSETH:

WHEREAS, it is in the public interest to effectively deal with existing and potential flood damage to property and aquatic resources; and

WHEREAS, it is to the mutual advantage of the parties to share the cost of preparing stormwater facilities design manual and data collection for the Woodland Creek basin.

WHEREAS, pursuant to Chapter 39.34 RCW, the parties are authorized to jointly exercise the powers, privileges, and authority described herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties agree and resolve as follows:

I. PURPOSE.

This interlocal agreement establishes the benefits and obligations to the parties for participation in Thurston County's 1987-1988 Centennial Clean Water Program grant.

II. RELATIONSHIP.

The parties agree that they intend to act jointly pursuant to the authority of Chapter 39.34 RCW to accomplish the purpose recited herein. No separate legal entity is created by this agreement. The administrator of this undertaking shall be the Thurston County Public Works Director.

III. SCOPE OF THE PROJECT.

1. Prepare a comprehensive stormwater facilities design manual;
2. Collect data necessary for preparing a comprehensive basin plan for the Woodland Creek watershed.

IV. Thurston County shall:

A. Administer the grant program through the Public Works Department, including coordination with city public works staff, par-

ticipating County departments and other agencies to ensure that work proceeds in an acceptable manner and that performance is timely.

B. Coordinate with County departments involved with developing the Henderson Inlet Watershed Action Plan to ensure maximum mutual benefit and coordination between the two programs.

C. Account for funds expended and bill each agency for its agreed upon share of the project.

D. Provide legal opinions and support as necessary to carry out the work.

V. Each City shall:

A. Assign its chief public works or engineering manager or designee to participate and assist the County in scope of work preparation and overall project direction.

B. Reimburse the County for the Cities' share of the total project in accordance with Section IV of the agreement.

C. Review the data provided through the project and take action as deemed appropriate relative to adoption of the stormwater design manual.

VI. ESTIMATED COST.

A. Estimated cost by task are shown on Attachments A and B, which are incorporated by reference herein.

B. The costs allocated to the parties assume successful negotiation of a final agreement with the Department of Ecology.

C. Local cost share for the various tasks included in the grant program is divided as follows:

1. Design Manual - Equal share by each party.
2. Monitoring, Public Involvement and Inventory for Woodland Creek basin, Contour Mapping - Based on assumed benefit to each jurisdiction.

Estimated cost share for the affected parties is as follows:

City of Lacey	13,125
City of Olympia	5,000
City of Tumwater	5,000
Thurston County	39,375
Department of Ecology*	62,500
	<u>125,000</u>

(* Note: Contingent on agreement between Thurston County and funding agency.)

D. Cities shall pay monthly as billed by the County. If the agreement is terminated before completion of the work contemplated herein, the Cities agree to reimburse the County within fourteen (14) days of the termination date for the Cities share of cost.

VII. DURATION.

The estimated project completion date is June 30, 1989.

VIII. TERMINATION.

This agreement shall terminate upon agreement of the parties.

CITY OF OLYMPIA

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

By: _____
Mayor

Chairman

Date: _____

ATTEST: _____

Commissioner

City Clerk

Commissioner

CITY OF LACEY

ATTEST: _____

By: _____

Date: _____

ATTEST: _____

Clerk of the Board

APPROVED AS TO FORM:

City Clerk

PATRICK D. SUTHERLAND
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

CITY OF TUMWATER

By: _____
Mayor

Date: _____

ATTEST: _____

City Clerk

IA-CENT
7/87

ATTACHMENT A
THURSTON COUNTY 1987-1988 CENTENNIAL CLEAN WATER PROGRAM GRANT

Project objectives

The primary purpose of the project is to accomplish essential data gathering activities in the unincorporated portion of the watershed so that a comprehensive, interjurisdictional action plan can be formulated and adopted. Complementing the proposal would be existing and proposed technical assistance and public education programs for Woodland Creek and Henderson Inlet. Together, these programs constitute a broad-based approach to protecting and restoring aquatic resources in Woodland Creek and Henderson Inlet - water bodies identified by area governments as priority concerns and as the basis for developing model programs to be applied to other watersheds in the county.

The Puget Sound Water Quality Authority has identified implementation of watershed plans as an essential component of action plans to address urban runoff, non-point pollution and shellfish protection. One of the objectives of this proposal is to meet the intent of the Authority's plan to provide long-term protection for the region's aquatic resources.

Specific project objectives include:

1. Establish the design objectives, practices and criteria for interjurisdictional storm and surface water planning;
2. Inventory constructed and natural drainageways, provide contour maps, and institute baseline stream monitoring essential to watershed plan formulation;
3. Identify and implement best management practices to control non-point pollution and storm runoff impacts in the watershed; and
4. Educate the public on the need for watershed management to protect aquatic resources, and solicit public input on priority problems and possible solutions.

V. Tasks and outputs

1. Manual of Practice

The initial step in formulating a design manual will be identifying design objectives, ie. the level of runoff control and aquatic resource protection to be provided. This will require joint policy development by the four regional jurisdictions in close consultation with resource agencies. The document would provide management practice guidelines and designs for private and public development, in addition to model implementing ordinances.

2. Facilities inventory

A comprehensive inventory of natural and constructed drainage facilities is a critical component of watershed planning. This will entail field survey work as well as compiling existing as-built plans and other data. The system inventory should include data on size, condition, age, elevation and special inlet or outlet conditions.

3. Mapping

This project element would provide 5 foot contour maps essential for watershed planning. Aerial photographs recently produced by the County would be utilized to identify contours, drainage courses, and impervious surfaces in the target watershed.

4. Stream monitoring

Baseline water quantity and quality monitoring would be instituted. All significant watershed streams would be included. This element would expand on the limited monitoring being conducted for the on-going Henderson Inlet study and would compliment stream flow monitoring partially funded through the Flood Control Assistance Account Program. Water quantity and quality would be sampled during high and low flows, and results summarized at the conclusion of the project. A proposed on-going monitoring program would also be identified.

5. Public information

In addition to presentations to area groups and a mailing to all property owners in the basin, neighborhood meetings would be held to begin identifying problems and community priorities to be addressed in the watershed action plan. Problems and priorities identified in the neighborhood meetings would be summarized, to help guide development of the watershed management plan and gain understanding and support for implementation from the benefitted citizens..

VI. Schedule and budget

See attached Figures 1 and 2 for proposed timeline and budget.

ATTACHMENT B - ESTIMATED EXPENSES AND PROPOSED COST SHARE

THURSTON COUNTY CENTENNIAL CLEAN WATER STORMWATER
MANAGEMENT GRANT (1987-1988 FY)

	Estimated Expenses			Proposed Cost Share (50% local match)					
	Salaries	Contract	Equipment	TOTAL	Dept of Ecology	Thurston County	Lacey	Olympia	Tuwanater
1. Design Manual (Regional)	\$4,800	\$36,000		\$40,800	\$20,400	\$5,000	\$5,000	\$5,000	\$5,000
2. Stream Quality Monitoring (Woodland Creek)	\$6,500		\$3,500	\$10,000	\$5,000	\$2,500	\$2,500		
3. Public Involvement (Woodland Creek)	\$7,200		\$500	\$7,700	\$3,750	\$1,575	\$1,575		
4. Drainage System Inventory (Woodland Creek - County only)	\$7,500	\$30,000		\$37,500	\$18,750	\$15,000	\$7,500		
5. Contour Mapping (Woodland Creek - County only)	\$2,500	\$27,500		\$30,000	\$15,000	\$15,000			
TOTAL	\$34,800	\$93,500	\$7,500	\$125,800	\$62,500	\$39,375	\$13,125	\$5,000	\$5,000
						\$62,500	Sub-total - local share		
						\$62,500	Sub-total - DCE		
						\$125,800	TOTAL project		