

## AGENDA

DES MOINES CITY COUNCIL  
ENVIRONMENT COMMITTEE  
City Council Chambers  
21630 11th Avenue S, Des Moines, Washington  
Thursday, August 8, 2024 - 5:00 PM

**Environment Committee:** Chair JC Harris, Vice Chair Yoshiko Grace Matsui, Gene Achziger

### CALL TO ORDER

### AGENDA

- Item 1. APPROVAL OF THE MINUTES FROM THE MEETING OF 07.11.2024  
[07.11.24 Draft Environment Committee Minutes](#)
- Item 2. DES MOINES CREEK BASIN COMMITTEE ILA (15 MINUTES)  
Staff will provide an overview of the Des Moines Creek Basin Committee and the next iteration of the Interlocal Agreement.  
[Des Moines Creek Basin Committee ILA](#)  
[Consolidated Legal Review Comments - DRAFT](#)

### ADJOURNMENT

**DRAFT MINUTES – ENVIRONMENT COUNCIL COMMITTEE MEETING 07.11.2024**

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The meeting was called to order at 5:00 PM, Thursday, July 11, 2024 in the Council Chamber with the following in attendance:

**Council Members**

J.C. Harris (Chair)  
Yoshiko Grace Matsui (Vice Chair)  
Gene Achziger

**City Staff**

Tommy Owen – Acting Public Works Director  
Tyler Beekley – Surface Water/Environmental Engineering  
Manager  
Michael Posey – SWM Engineering Technician I  
Matthew Hutchins – Assistant City Attorney  
Taria Keane – City Clerk  
Sara Lee – Deputy City Clerk  
Brandon Pitts – Civil Engineer I  
Jodi Grager – Administrative Coordinator I

Guests – Mayor Traci Buxton and Councilmember Matt Mahoney  
Barbara McMichael, Chuck Coleman

**AGENDA**

1. Approval of the minutes from the 06.13.2024 meeting
2. 2024 NPDES Permit Reissuance
3. Stormfest Program Overview

**MEETING:**

1. Unanimous approval of the 06.13.2024 minutes.
2. SW/Environmental Engineering Manager Tyler Beekley reviewed the highlights of the new requirements for the reissuance of the City's NPDES permit effective August 1<sup>st</sup>, 2024 (see memo for Item #2). Manager Beekley stated the SWM Department Staff has been proactively preparing for the new requirements, however, certain sections of the permit will be challenging.
3. Michael Posey, SWM Engineering Tech I provided a recap of Stormfest 2024 (see Item #3 hand-out) which was held at Des Moines Beach Park in June. Stormfest was first developed as an ILA with Des Moines, Burién, Normandy Park, King County and SeaTac; an educational opportunity for Highline School District's 6<sup>th</sup> graders. Special thanks to Marina Staff, Facilities Staff, Stormwater Crew and Michael Posey for their extraordinary efforts to make this event a success.

Citizen Barbara McMichael contributed public comment regarding the Port of Seattle land sale which will increase the size of the Des Moines Creek Business Park. She wished to encourage the City's involvement in future opportunities for commenting on this plan.

Meeting adjourned at 5:46 p.m. Minutes respectfully submitted by: Jodi Grager, Admin Coordinator





## DES MOINES CREEK BASIN COMMITTEE ILA AUGUST 2024

### **Des Moines Creek Basin Committee Background:**

**Origination** - The Des Moines Creek Basin Committee (DMCBC) was formed in 1996 through an Interlocal Agreement (ILA). *Des Moines Creek Basin Plan Development Interlocal Agreement (I) – Executed 1/16/96*

**Purpose** – To complete the design and construction of capital facilities and share costs for projects that address surface water and fish habitat issues within the Des Moines Creek Basin, including:

- Regional Detention Facility
- By-pass Pipeline
- Habitat Enhancement and Restoration Projects
- Operation, Maintenance, and Replacement of Basin Plan projects

Since its formation in 1996, the efforts made by the DMCBC have resulted in less downstream flooding, alternative flow control standards for developers within the basin, and a betterment in environmental stream conditions.

### **Committee Members –**

- City of Des Moines (*Current member*)
- City of Seatac (*Current member*)
- Port of Seattle (*Current member*)
- King County (*Past member; funding partner and technical advisor*)
- WSDOT (*Past member; funding partner*)

### **ILA History –**

- **ILA I (1996)** – Committee formation; basin plan conceptual design
- **ILA II (1997)** – Continuation of basin plan; preliminary engineering
- **ILA III (1998)** – Continuation of preliminary engineering and design of financing plan
- **ILA IV (2004)** – Construction of basin plan projects; Operations and Maintenance of Projects (ILA IV is a 20-year agreement that expires on 12/31/2024.)

### **ILA V:**

**Purpose** - As ILA IV nears its end date a new agreement is needed to continue the cost share of ongoing operation, maintenance, and replacement of the committee’s constructed assets. The draft form of ILA V has been reviewed by each member’s legal department.

### **Highlights –**

- 20-year Duration
- Added Activities: Invasive Monitoring and Control; Education and Outreach; Needs Assessment
- Des Moines Manager Role: Habitat Replacement and Improvements
- Cost Share: Des Moines 18%
- Final Draft to be brought to Council this fall for approval

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 1**

1 **I. PURPOSE**

2 **II. PROJECT ADMINISTRATION AND COORDINATION ..... 6**

3 A. Basin Committee Organization..... 6

4 B. Committee Powers and Responsibilities..... 8

5 C. Committee Member Duties..... 9

6 D. Committee Chair Duties ..... 10

7 E. Committee Staffing..... 10

8 F. Staff Duties ..... 11

9 1. Treasurer ..... 11

10 2. Basin Committee Coordinator ..... 11

11 3. Project Managers ..... 14

12 **III. PROJECT ACTIVITIES..... 17**

13 A. Ongoing Operation and Maintenance of the Projects..... 17

14 B. Ongoing Replacement and Improvement of Capital Projects..... 19

15 C. Project Monitoring..... 19

16 D. Invasive Vegetation Monitoring and Control..... 19

17 E. Education and Outreach..... 19

18 F. Basin Needs Assessment..... 19

19 **IV. RESPONSIBILITIES ..... 20**

20 A. City of SeaTac..... 20

21 B. City of Des Moines ..... 20

22 C. Port of Seattle:..... 21

23 **V. COSTS.....**

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 2**

1     A. Operations and Maintenance Costs..... 22

2     B. Replacement and Improvement Costs ..... 23

3     **VI. BILLING AND PAYMENT ..... 24**

4     A. Operation and Maintenance Costs ..... 24

5     B. Replacement and Improvement Costs ..... 24

6     **VII. DURATION, TERMINATION AND AMENDMENT ..... 24**

7     **VIII. COUNTERPARTS..... 25**

8     **IX. INDEMNIFICATION AND HOLD HARMLESS..... 26**

9

DRAFT

**Des Moines Creek Basin Plan Restoration Projects**  
**Interlocal Agreement**

This Agreement is entered into by the City of Des Moines, hereinafter referred to as "Des Moines," the City of SeaTac, hereinafter referred to as "SeaTac," and the Port of Seattle, hereinafter referred to as the "Port", and collectively referred to as the "Parties", for the purpose of operating and maintaining several projects and completing other activities to implement the Des Moines Creek Basin Plan, jointly prepared by the Parties ("Agreement").

WHEREAS, Des Moines, SeaTac, and the Port share jurisdiction and services within the Des Moines Creek Basin ("Basin") and recognize that it contains an extensive natural resource system the stability and function of which are threatened by conditions related to development;

WHEREAS, the Parties have worked collaboratively over the years through previous interlocal agreements (see Attachment 1) forming the Des Moines Creek Basin Plan ("Basin Plan"), wherein the Parties have acknowledged that a cooperative effort is the most effective and efficient way to protect and preserve the Basin's natural resource system, promote aquatic life, and address surface water-related problems across jurisdictions, and

WHEREAS, the Parties' Basin Plan Restoration Projects since 1996 are and have been, an integral part of the stormwater strategy for the SR 509 Completion Project and were submitted by Washington State Department of Transportation (hereinafter, "WSDOT") to meet requirements imposed on the SR 509 project by permit and/or by law; and

WHEREAS, the Basin Committee secured permits to authorize construction of the Basin Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 4**

1 Plan Restoration Projects and applied for other necessary permits and subsequently  
2 completed construction of the Regional Detention Facility (RDF), High Flow Bypass  
3 Pipeline, Habitat Enhancement Basin Plan Restoration Projects, and Marine View Drive Culvert;  
4 and

5  
6 WHEREAS, in April 2007, the Midway Sewer District (District) agreed to transfer  
7 ownership of the District's abandoned sewer Trunk Line and Outfall to the Parties to serve as the  
8 High Flow Bypass Outfall; and

9 WHEREAS, in July 2015, the Parties were issued an Aquatic Lands Easement for the  
10 High Flow Bypass Outfall from the Washington State Department of Natural Resources allowing  
11 the discharge of excess stream flows for a period of 30 years; and

12 WHEREAS, each Party has provided easements to facilitate the operation and  
13 maintenance of the Projects; and

14 WHEREAS, the Basin Committee funded and managed ongoing operation and  
15 maintenance (O&M) of the Basin Plan Restoration Projects; and

16 WHEREAS, the Basin Committee conducted ongoing monitoring of the Basin Plan  
17 Restoration Projects to document compliance with permit conditions and project effectiveness;  
18 and

19 WHEREAS, the Parties created and maintained a Replacement and Improvement Fund, a  
20 Capital Construction Fund, and an Operation and Maintenance Fund to provide for collection  
21 and distribution of funds necessary for construction and ongoing operation and maintenance of  
22 the Projects; and

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Agreement GCA-XXXX



**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 5**

1           WHEREAS, the Parties desire to continue to operate and maintain, and replace and  
2 improve the Basin Plan Restoration Projects as needed to ensure design goals are met, project  
3 performance is optimized, and respond to changing conditions; and

4           WHEREAS, the Parties desire to identify and evaluate potential future actions and projects  
5 to address drainage, flooding, erosion and sedimentation, fish habitat degradation, and water  
6 quality problems throughout the Basin that may be jointly implemented by the Committee to  
7 further protect and enhance Des Moines Creek beyond that provided by the existing Basin  
8 Restoration Projects and required by the Parties National Pollution Discharge Elimination  
9 Permits; and

10           WHEREAS, the Parties desire to support education and outreach activities in the Des  
11 Moines Creek Basin; and

12           WHEREAS, pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act, the Parties  
13 are each authorized to enter into an agreement for cooperative action.

14           NOW THEREFORE, the Parties agree as follows:

15   **I.    PURPOSE**

16   The purpose of this Agreement is to provide the means by which the Parties, acting through a  
17 joint board under the authority of RCW 39.34.030(4)(a), hereinafter referred to as “the Basin  
18 Committee” or the “Committee”, will cooperate to continue to fund and conduct the following  
19 Basin Restoration Activities (“Activities”) listed below and more fully described in Section III  
20 (Activities):

- 21   A.    Ongoing operation and maintenance (O&M) of constructed Basin Plan Restoration  
22           Projects, (hereinafter referred to as “Projects”). Projects include the Des Moines Creek  
23           Regional Detention Facility (“RDF”), the Des Moines Creek High-flow Bypass Pipeline

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 6**

1 (“Bypass Pipeline”) and the Des Moines Creek Habitat Enhancement and Restoration  
2 Projects (“Habitat Enhancements”).

3 B. Replacement and Improvement of the Projects including adaptive management activities.

4 C. Ongoing monitoring of the Projects for permit compliance and effectiveness.

5 D. Invasive Vegetation Monitoring and Control.

6 E. Education and Outreach.

7 F. Basin Needs Assessment to further address surface water and fish habitat issues within  
8 the Basin.

9 G. O&M Fund and a Replacement and Improvement Fund management.

10 H. Basin Committee administration with the mechanisms needed to manage and implement  
11 the Activities.

12 **II. PROJECT ADMINISTRATION AND COORDINATION**

13 All Activities shall be performed under the management of the Des Moines Creek Basin  
14 Committee.

15 A. Basin Committee Organization

16 1. Overall project management and direction will be performed by the Committee.

17 2. The Committee will be composed of one voting member each from SeaTac, Des  
18 Moines, and the Port. A quorum for a meeting is representation or a proxy from all  
19 Committee voting members.

20 3. Each Party shall appoint one representative to serve on the Committee who shall be  
21 empowered as their jurisdiction shall direct. The SeaTac and Des Moines  
22 representative shall be appointed by the City Manager, and the Port representative shall

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 7**

1 be appointed by the Deputy Executive Director. Additional staff persons from the  
2 Parties may attend Basin committee meetings to support Committee activities.

3 4. The Committee shall continue to operate as a project management team, reaching  
4 decisions by consensus with all parties, except when a Committee decision is held in  
5 abeyance for two or more regularly scheduled meetings due to consecutive absences of  
6 one Party and in the case of emergency meetings. Should a Committee decision be  
7 held in abeyance for two or more regularly scheduled meetings due to consecutive  
8 absences of one Party, the Committee may at their discretion choose to proceed with  
9 decision-making for any or all of the issues held in abeyance by the absences. Given  
10 the inherent time-sensitive nature of emergency meetings, decisions shall be made by  
11 consensus of the Parties in attendance. Consensus shall mean a unanimous agreement  
12 of all the voting Parties to proceed in a specified manner. Issues that cannot be decided  
13 by consensus of the Basin Committee will be referred as needed to each of the officials  
14 appointing the representatives for resolution. Should two or more Parties request,  
15 professional mediation services will be retained to assist these officials in reaching a  
16 decision. In the event that these officials do not reach agreement within 60 days, the  
17 issue shall be submitted to binding arbitration.

18 5. The Committee may elect a Chairperson from among the voting members to represent  
19 the Committee as described in Attachment \_\_\_, “Committee Chairperson Duties”  
20 below in.

21 6. The Committee may establish a Basin Committee Coordinator to manage  
22 administrative duties and coordinate activities as described in Attachment \_\_\_,  
23 “Committee Chairperson Duties” below in . The Chairperson may serve as Basin

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 8**

1 Committee Coordinator or the Committee Coordinator or the Committee may, at its  
2 discretion, authorize a Party to hire a single individual or an entity to serve as Basin  
3 Committee Coordinator.

4 7. The Committee shall appoint one Party to serve as Treasurer which may be a single  
5 individual or an entity. A Scope of Work and Budget for the duties of Treasurer shall  
6 be developed and approved by the Committee, and the Committee is hereby  
7 authorized to approve funding for this position, which funding shall be included in  
8 the Operations and Maintenance Fund. Such funding shall not exceed the actual costs  
9 incurred in performing the duties of this position. The Treasurer for the Committee  
10 shall be SeaTac, until such time as the Committee appoints another Party to serve as  
11 Treasurer. The duties and responsibilities of the Treasurer is be described in  
12 Attachment \_\_\_\_, Treasurer.

13 B. Committee Powers and Responsibilities

- 14 1. The Committee shall meet four times each year or as otherwise scheduled to authorize,  
15 oversee, and review Basin Restoration Activities and to consider issues relating to the  
16 Activities.
- 17 2. The Committee shall regularly review and approve changes as needed to the Des  
18 Moines Creek Regional Detention Facility Operations and Maintenance Manual (Port of  
19 Seattle revised April 2021) and the Des Moines Creek Bypass Pipe System Operations  
20 and Maintenance Manual (King County August 2010) (hereinafter referred to as the  
21 “O&M Manuals”), emergency action plans, and other planning, design and operational  
22 documents related to the Projects and Activities. A list of current Committee-approved  
23 manuals and design documents is provided in Attachment 2.

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 9**

- 1           3. The Committee shall review and approve scopes of work and budgets for Activities.
- 2           4. The Committee shall authorize the Basin Committee Coordinator to enter into
- 3           contracts, as more fully set forth below, to accomplish specific Activities as outlined
- 4           further in this Agreement.
- 5           5. The Committee or a Committee authorized Party shall hold all permits for the
- 6           Activities.
- 7           6. The Committee shall serve as the final authority for any proposed Activity changes.
- 8           7. The Committee shall establish an annual charge for each Party's contribution to the
- 9           Operation and Maintenance Fund. The Committee shall establish the annual charge
- 10          for each calendar year by September 1st of the preceding year.
- 11          8. The Committee shall establish an annual charge for each Party's contribution to the
- 12          Replacement and Improvement Fund. The Committee shall establish the charge for
- 13          each calendar year by September 1st of the preceding year.
- 14          9. The Committee shall authorize the Treasurer to transfer funds from the Capital
- 15          Construction Fund to the O&M Fund to provide funding for Invasive Vegetation
- 16          Monitoring and Control, Education and Outreach, Monitoring, and Basin Needs
- 17          Assessment.
- 18          10. The Committee shall authorize the Treasurer to make payments for approved activities
- 19          as described in Section II.F.1 (Staff Duties - Treasurer).
- 20          11. The Committee shall review and approve the scope of work and budget for the Basin
- 21          Committee Coordinator, which funding shall be included in the Operations and
- 22          Maintenance Fund.

23   C. Committee Member Duties

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 10**

- 1           1. The Committee member of each Party shall make every effort to attend all regular  
2           meetings of the Basin Committee.
- 3           2. When an appointed member cannot attend a Committee meeting, the appointing Party  
4           may send a substitute fully authorized to act on behalf of the Party or provide another  
5           Party with a proxy vote for any decisions before the Committee. To exercise a proxy,  
6           the absent Party must notify the Basin Committee Coordinator orally or in writing  
7           prior to the meeting of their intended absence, the Party to which they have assigned  
8           their proxy, and any limits on that proxy. The Basin Committee Coordinator may be  
9           designated as proxy. No member may vote for more than one proxy.
- 10          3. The Parties shall make every effort to support timely decision-making by the  
11          Committee.

12   D. Committee Chair Duties

- 13          1. The Chair of the Committee, when appointed by the Committee, shall serve as the  
14          primary contact person for the Committee for communications relating to the  
15          Activities or issues related to the Basin Plan Restoration Projects and Activities.
- 16          2. The Chairperson may serve as the Basin Committee Coordinator as described in  
17          Attachment \_\_\_\_\_. unless the Committee authorizes a Party to hire a single individual  
18          or an entity to serve as Basin Committee Coordinator.
- 19          3. The Chair's term shall be determined by the Committee.
- 20          4. The Chair is authorized to sign documents on behalf of the Committee.
- 21          5. The Chair may assign additional staff coordinator roles, as necessary, to implement  
22          Activities.

23   E. Committee Staffing

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 11**

1 1. The Parties hereby authorize one or more of the Parties to act on their behalf to  
2 accomplish specific Activities as described herein and authorize the Committee to  
3 compensate those Parties for their activities on behalf of the Committee. The Parties so  
4 authorized may, on behalf of all the Parties, under the Committee's management and  
5 direction, provide staff and let contracts as necessary to carry out the specific activities  
6 assigned. Attachment 3 shows identified Committee staff positions and their reporting  
7 structure.

8 F. Staff Duties

9 1. Treasurer

- 10 a) The Treasurer shall transfer funds from the Capital Construction Fund to the O&M  
11 Fund.
- 12 b) The Treasurer shall manage and oversee the Replacement and Improvement Fund  
13 and the O&M Fund.
- 14 c) The Treasurer shall provide the Committee with a semi-annual update of the status  
15 of the Replacement and Improvement Fund and the O&M Fund.
- 16 d) The Treasurer shall bill the Parties for their annual contributions to the O&M Fund  
17 and the Replacement and Improvement Fund as described in Section V (Costs) of  
18 this agreement.
- 19 e) The Treasurer shall hold moneys collected for each Fund in separate accounts. Any  
20 interest collected shall remain in that account for that Fund.
- 21 f) The Treasurer shall issue payments to Parties or their contractors for O&M work  
22 and work performed in accomplishing the duties and responsibilities identified by  
23 an approved project Scope of Work, provided such payment requests are within the

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 12**

1 approved project Budget and for work within the scope of the contract. Approval  
2 of payments shall be certified by the Committee Chair or the Basin Committee  
3 Coordinator.

4 g) The Treasurer shall issue payments within 30 days of receiving an approved  
5 invoice.

6 h) The Treasurer shall maintain records and reports sufficient to satisfy state audits.  
7 and shall retain records for at least six years after completion of each contract.

8 **2. Basin Committee Coordinator**

9 a) The Basin Committee Coordinator shall serve as a meeting facilitator for the  
10 Committee, prepare agenda and meeting notes, prepare issue papers and other  
11 documents as needed to assist the Committee in analyzing issues and reaching  
12 decisions.

13 b) The Basin Committee Coordinator shall schedule regular meetings of the  
14 Committee and shall communicate the time and location of the scheduled meetings  
15 to other Parties and affected staff at least two weeks prior to any regular meeting.

16 c) The Basin Committee Coordinator shall call emergency meetings whenever an  
17 emergency calls for rapid decisions by the Committee. Emergency meetings may  
18 be called with 24-hour notice.

19 d) The Basin Committee Coordinator shall set the agenda for regular and emergency  
20 meetings and shall prepare minutes for all meetings of the Committee.

21 e) The Basin Committee Coordinator shall recognize the proxy of any Party which has  
22 requested proxy representation prior to the start of a meeting.



**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 13**

- 1 f) The Basin Committee Coordinator shall serve as the recipient of mail and other  
2 forms of communication intended for the Committee and shall provide copies of  
3 such communications in a timely manner to the appropriate Parties and staff.
- 4 g) The Basin Committee Coordinator's term shall be 2 years and may be extended  
5 annually as authorized by the Committee.
- 6 h) The Basin Committee Coordinator shall manage and oversee Project Monitoring,  
7 Invasive Vegetation Monitoring and Control, Needs Assessment, Education and  
8 Outreach Activities and provide the Committee with timely advice on the status of  
9 these Activities.
- 10 i) The Basin Committee Coordinator shall develop an annual budget and scope of  
11 work addressing all Activities for the following year, which shall be submitted to  
12 the Committee for approval prior to July 1<sup>st</sup> each year. The budget shall include the  
13 estimated Operation & Maintenance budget and Replacement and Improvement  
14 budget, estimated annual contributions for each Party, forecasted expenditures for  
15 current year and any remaining balance from previous years. These budgets shall  
16 be forwarded to each of the Parties for review and for appropriation action, if  
17 required by the legislative or administrative processes and procedures of that Party.
- 18 j) The Basin Committee Coordinator shall adhere to the approved Scope and Budget  
19 for annual Activities.
- 20 k) The Parties hereby authorize the Basin Committee Coordinator, under the direction  
21 and management of the Committee, to enter into the contracts necessary to  
22 accomplish ongoing Activities. The Basin Committee Coordinator shall obtain  
23 committee approval of a Scope and Budget for each contract, and the management

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 14**

1 and oversight conditions of specific contracts needed to carry out the purposes of  
2 the Committee.

3 l) The Basin Committee Coordinator shall prepare annual recommendations on the  
4 number of contracts, the tasks within each contract, and the management and  
5 oversight of specific contracts needed to perform the Activities.

6 m) The Basin Committee Coordinator shall bring all proposed changes in Activities to  
7 the Committee for their approval prior to implementation, excepting emergency  
8 actions which may be implemented immediately providing the changes in  
9 emergency activities adhere to the adopted Emergency Action Plan whenever  
10 possible.

11 n) The Basin Committee Coordinator shall oversee all Adaptive Management efforts  
12 associated with the ongoing operation and maintenance of the Projects and shall  
13 prepare a report to the Committee at no more than 5-year intervals with specific  
14 recommendations for any changes to Project O&M suggested by the results of the  
15 adaptive management program.

16 o) The Basin Committee Coordinator shall prepare an annual report to the Committee  
17 detailing the status of Projects, any suggested operational changes, and a record of  
18 maintenance activities undertaken in the year. The report shall be submitted as part  
19 of the annual O&M budget review.

20 p) The Basin Committee Coordinator shall serve at the discretion of the Committee.

21 q) The Basin Committee Coordinator shall perform other duties as assigned by the  
22 Committee.

23 3. Project Managers

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 15**

- 1 a) The Parties hereby authorize Project Managers, under the direction and  
2 management of the Committee, to enter contracts for Activities performed under  
3 the Project Manager’s authority, provided such contracts adhere to the Committee-  
4 approved O&M Manuals, Design Manual and Scope and Budget for their  
5 Activities.
- 6 b) Project Managers shall be responsible for the administration of contracts and  
7 agreements necessary to accomplish the Activities performed under the Project  
8 Manager’s authority in a timely fashion.
- 9 c) Project Managers shall work in cooperation with the Basin Committee Coordinator  
10 to ensure that contracts and agreements for their Activity are consistent with permit  
11 requirements and other agreements, are within the Committee-approved O&M  
12 Manuals and Scope and Budget for the Project Activity and are consistent with the  
13 Committee’s design goals.
- 14 d) Project Managers shall work in cooperation with the Basin Committee Coordinator  
15 to ensure that project inspections and testing are uniform and reliable across all  
16 Projects and are performed in a timely manner.
- 17 e) Project Managers shall work in cooperation with the Basin Committee Coordinator  
18 to ascertain that Committee staff and their representatives (to include contractors)  
19 have the necessary access to the site to confirm that specific Projects are being  
20 operated and maintained in compliance with approved O&M Manuals, permit  
21 conditions, monitoring needs, design goals, and contract plans and specifications.
- 22 f) Project Managers shall perform or arrange for appropriate inspection and testing as  
23 called for by approved O&M Manuals and Design Manuals.

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 16**

- 1 g) All work shall be performed by the Project Manager shall be in accordance with  
2 budgets approved by the Committee. Committee is hereby authorized to approve  
3 the funding for work performed by the RDF Manager, and which shall not exceed  
4 the actual costs incurred in performing the duties of this position.
- 5 h) The Committee shall appoint an RDF Project Manager, which may be a single  
6 individual or an entity. The RDF Project Manager shall complete Activities  
7 specified in Attachment 4.
- 8 i) The RDF Project Manager shall be the Port until such time as the Committee  
9 appoints another Party to serve as RDF Project Manager. Other Parties may  
10 complete RDF Activities including contracted services in coordination with the  
11 Basin Committee Coordinator and the RDF Project Manager.
- 12 j) The Committee shall appoint a Bypass Pipe Project Manager which may be a single  
13 individual or an entity. The Bypass Pipe Project Manager shall complete Activities  
14 specified in Attachment 4.
- 15 k) The Bypass Pipe Project Manager shall be SeaTac until such time as the  
16 Committee appoints another Party to serve as Bypass Pipe Project Manager. Other  
17 Parties may complete Bypass Pipe Activities including contracted services in  
18 coordination with the Basin Committee Coordinator and the Bypass Pipe Project  
19 Manager.
- 20 l) The Committee shall appoint a Habitat Enhancement and Restoration Project  
21 Manager, which may be a single individual or an entity. The Habitat Enhancement  
22 and Restoration Project Manager shall complete Activities specified in Attachment  
23 4.

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 17**

1 m) The Habitat Enhancement and Restoration Project Manager shall be Des Moines  
2 until such time as the Committee appoints another Party to serve as Habitat  
3 Enhancement and Restoration Project Manager. Other Parties may complete  
4 Habitat Enhancement and Restoration Activities including contracted services in  
5 coordination with the Basin Committee Coordinator and the Habitat Enhancement  
6 and Restoration Project Manager.

7 **III. ACTIVITIES**

8 The following activities will be accomplished under the direction and management of the  
9 Committee:

10 A. Ongoing Project O&M will include routine operations and maintenance activities, permit  
11 compliance actions, optimization of Project operations to maximize environmental benefits,  
12 and response to emergency conditions. O&M activities will include but not be limited to  
13 maintenance and operation of constructed structures, maintenance and replanting of wetland  
14 plantings, maintenance and replanting of streamside vegetation, bank protection activities,  
15 maintenance of aquatic habitat structures, preparation and implementation of emergency  
16 action plans, and control of wildlife hazards in the vicinity of the projects.

17 B. Capital Replacement and Improvement Activity consists of minor and major maintenance in  
18 response to aging and unforeseen circumstances impacting constructed projects, including  
19 but not limited to, repairs of the RDF Pond spillway and flow control structures, repairs  
20 and/or replacement of the bypass pipe, bank stabilization associated with the bypass pipe,  
21 bypass pipe structure repairs and/or replacement, habitat structure repair and/or replacement,  
22 in-stream sediment management, replacement or new vegetation associated with habitat  
23 restoration projects, and weir replacement. Capital Replacement and Improvement is also

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 18**

1 intended to adaptively manage Projects to meet design goals and optimize overall Project  
2 performance in response to unforeseen changing conditions including but not limited to  
3 modified basin hydrology, physical site changes, climate change, regulatory changes and  
4 unanticipated aquatic habitat stressors. Adaptive management may include changes to  
5 operational procedures, physical changes to the existing Projects and/or new construction  
6 directly supporting the Projects. All plans, specifications and cost estimates shall be  
7 prepared in accordance with the current State of Washington Standard Specifications for  
8 Road, Bridge and Municipal Construction, and amendments thereto, and adopted design  
9 standards, unless otherwise noted.

10 C. Project Monitoring is intended to document compliance with permitting conditions, support  
11 O&M and address ongoing O&M issues, quantify effectiveness of the projects in meeting  
12 hydrologic and engineering design goals, and serve as the basis for any changes proposed to  
13 the Projects as part of an adaptive management program. Project Monitoring may include  
14 but is not limited to monitoring and inspection of flow control structures, hydraulic  
15 conveyance systems, arsenic containment cap, vegetation, RDF berms and dam structures,  
16 wildlife, aviation wildlife hazards and controls, stream flow, wetland fluctuations,  
17 groundwater, stream banks, and habitat structures.

18 D. Invasive Vegetation Monitoring and Control is intended to reduce the spread of invasive  
19 vegetation species that can outcompete native plants in the riparian areas where stream  
20 restoration projects have been implemented. Non-native plants will be removed and  
21 replaced with native plants in the Des Moines Creek stream corridor. The area of  
22 responsibility for invasive vegetation monitoring and control shall be within Des Moines  
23 Creek riparian zone, areas outside the riparian zone could impact riparian conditions, and

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 19**

1 other areas delineated within the Project O&M manuals. The Scope of Work for Invasive  
2 Vegetation Monitoring and Control is contained in Attachment 5.

3 E. Education and Outreach to support local stewardship activities is for the purpose of  
4 educating the community about aquatic habitat within Des Moines Creek and gaining  
5 support for restoration efforts. The Committee may provide resources to non-profit and local  
6 watershed or environmental groups for watershed activities that support Committee goals,  
7 and development of electronic outreach materials that promote the work of the Committee  
8 and provide resources to link to the work of others. The Committee may create a website to  
9 be hosted by a Committee member that is a repository for Committee work, and resources.  
10 The Scope of Work for Education and Outreach is contained in Attachment 6.

11 F. The Basin Needs Assessment will continue evaluation of the quality and quantity of habitat  
12 and water quality conditions in Des Moines Creek needed to continue preservation and  
13 protection of aquatic life in Des Moines Creek. New Projects may be identified that build  
14 upon the Basin Plan Restoration Projects already implemented to further the committee's  
15 commitment to Des Moines Creek Basin improvement. The Basin Needs Assessment will  
16 also support Adaptive Management of existing Projects. The Scope of Work for Basin  
17 Needs Assessment is contained in Attachment 7.

18 G. Ongoing management of an Operation and Maintenance Fund to collect and manage funds  
19 necessary to pay for the ongoing operation of the Projects and to fund normal maintenance  
20 activities for the Projects.

21 H. Ongoing management of a Replacement and Improvement Fund to collect and manage  
22 funds to pay for replacement of Project feature and to pay for improvements found  
23 necessary as a result of monitoring and adaptive management.

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 20**

1 **IV. PARTY RESPONSIBILITIES**

2 A. SeaTac shall:

- 3 1. Provide a representative to serve on the Basin Committee and any necessary staff  
4 support needed by the Committee member.
- 5 2. Provide water quality, fisheries and stream flow data that is collected in the normal  
6 course of business and that is relevant to the design, construction or ongoing operations  
7 and maintenance of the Projects and Activities.
- 8 3. Maintain previously issued easements at no cost for the operation and maintenance of  
9 the projects identified in Attachment 8. Title for all property will remain with the  
10 original owner. Should any Party withdraw from this agreement, all easement rights  
11 granted to that Party shall terminate and be void. A withdrawing Party may not  
12 terminate easements granted to other Parties for construction, operation and  
13 maintenance of the Projects.
- 14 4. Provide Committee approved staff to fulfill the duties of Treasurer for the Basin  
15 Committee.
- 16 5. Provide Committee approved staff to fulfill the duties of Bypass Pipe Project Manager.

17 B. Des Moines shall:

- 18 1. Provide a representative to serve on the Basin Committee and any necessary staff  
19 support needed by the Committee member.
- 20 2. Provide water quality, fisheries and stream flow data that is collected in the normal  
21 course of business and that is relevant to the design, construction or ongoing operations  
22 and maintenance of the Projects and Activities.

Agreement GCA-XXXX



**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 21**

- 1           3. Maintain previously issued easements at no cost for the operation and maintenance of  
2           the projects identified in Attachment 8. Title for all property will remain with the  
3           original owner. Should any Party withdraw from this agreement, all easement rights  
4           granted to that Party shall terminate and be void. A withdrawing Party may not  
5           terminate easements granted to other Parties for construction, operation and  
6           maintenance of the Projects.
- 7           4. Provide Committee approved staff to fulfill the duties of Habitat Enhancement and  
8           Restoration for the Basin Committee.
- 9    C. Port shall:
- 10           1. Provide a representative to serve on the Basin Committee and any necessary staff  
11           support needed by the Committee member.
- 12           2. Provide water quality, fisheries and stream flow data that is collected in the normal  
13           course of business and that is relevant to the ongoing operations and maintenance of the  
14           Projects or Activities.
- 15           3. Maintain previously issued easements at no cost for the operation and maintenance of  
16           the projects identified in Attachment 8. Title for all property will remain with the  
17           original owner. Should any Party withdraw from this agreement, all easement rights  
18           granted to that Party shall terminate and be void. A withdrawing Party may not  
19           terminate easements granted to other Parties for construction, operation and  
20           maintenance of the Projects.
- 21           4. Provide Committee approved staff to fulfill the duties of Regional Detention Facility  
22           Project Manager.

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 22**

1           5. Prepare updates to the Emergency Action Plan as required by the Washington State  
2           Department of Ecology Dam Safety Office and oversee the implementation of the  
3           Emergency Action Plan. All updates to the Emergency Action Plan shall be reviewed  
4           by the Committee prior to implementation. The Port shall work with the Basin Plan  
5           Coordinator and appropriate local public works, and fire and safety officials to perform  
6           emergency response training events as required by the Dam Safety Office.

7   **V. COSTS**

8   The Parties agree to equally share costs incurred by the Committee for the ongoing operation and  
9   maintenance of the Des Moines Creek Restoration Projects as described below:

10   **A. Operations and Maintenance Costs**

- 11           1. The Committee shall approve an annual Operation and Maintenance budget, which shall  
12           identify the funds necessary to fund ongoing O&M of the Basin Plan Restoration  
13           Projects.
- 14           2. The Port, SeaTac and Des Moines shall be responsible for funding the annual O&M  
15           budget. Costs for the operation and maintenance of the Projects shall be paid 41% by  
16           the Port, 41% by SeaTac and 18% by Des Moines. Funding for the Operations and  
17           Maintenance budget shall be subject to any necessary authorization by each Party's  
18           legislative authority.
- 19           3. Committee shall review the supporting documentation that determines the amount of  
20           the annual charge for Operation and Maintenance funding annually and shall consider  
21           such changes as are necessary. The O&M Fund budget is described in Attachment 9.  
22           All funds remaining at the end of each year shall remain in the O&M Fund and shall be  
23           carried forward for use on O&M activities in future years.

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 23**

1           4. Ongoing O&M funding and Replacement and Improvement funding by the Cities of the  
2           Basin Plan Restoration Projects shall be deemed to be eligible for compliance with  
3           RCW Chapter 90.03.525, which requires jurisdictions to annually report on the use of  
4           WSDOT surface water fees. Funds for annual O&M activities and funds for the  
5           Replacement and Improvement costs for the Projects, at the discretion of the Cities,  
6           may be considered to be from WSDOT surface water fees paid to the Cities, and  
7           successful ongoing operation and annual maintenance of the Projects is considered to  
8           show valid and appropriate use of the WSDOT's surface water fees for roadway  
9           impacts.

10          5. Funds will be paid to the Treasurer and will be deposited in the O&M Fund account, to  
11          be disbursed at the direction of the Committee.

12          B. Replacement and Improvement Costs

13           1. The Committee shall establish an annual charge for the purpose of accumulating a  
14           Replacement and Improvement Fund.

15           2. The Parties shall be responsible for funding the annual contribution to the Replacement  
16           and Improvement Fund. Costs for the Replacement and Improvement Fund shall be  
17           paid 41% by the Port, 41% by SeaTac and 18% by Des Moines. Funding for the  
18           Replacement and Improvement Fund shall be subject to any necessary authorization by  
19           each Party's legislative authority.

20           3. Committee shall review the supporting documentation that determines the amount of  
21           the annual charge for Replacement and Improvement funding every 5 years and shall  
22           consider such changes as are necessary to provide ongoing protection to Des Moines

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 24**

1 Creek and its biological community. The Replacement and Improvement Fund budget  
2 is described in Attachment 10.

- 3 4. Funds will be paid to the Treasurer and will be deposited in the Replacement and  
4 Improvement Fund account, to be disbursed at the direction of the Committee.

5 **C. Grants**

- 6 1. Should grants for any of the work become available the Committee is authorized to  
7 include and expend the funds and reduce the overall costs of the affected Projects and  
8 Activities.

9 **VI. BILLING AND PAYMENT**

10 **A. Operation and Maintenance Costs**

- 11 1. The Treasurer shall bill SeaTac, Port and Des Moines 100% of their annual contribution  
12 to the Operation and Maintenance Fund by April 30<sup>th</sup> of each year.  
13 2. SeaTac, Port and Des Moines shall forward payment to the Treasurer within 60 days of  
14 receipt of the invoice.  
15 3. The first payment shall be made in calendar year 2025.

16 **B. Replacement and Improvement Costs**

- 17 1. The Treasurer shall bill SeaTac, Port and Des Moines 100% of their annual contribution  
18 to the Replacement and Improvement Fund by April 30<sup>th</sup> of each year.  
19 2. SeaTac, Port and Des Moines shall forward payment to the Treasurer within 60 days of  
20 receipt of the invoice.  
21 3. The first payment shall be made in calendar year 2025.

22 **VII. DURATION, TERMINATION AND AMENDMENT**

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 25**

- 1 A. This Agreement is effective upon signature by the Parties and remains in effect until  
2 December 31, 2044.
- 3 B. A Party may not end its participation in the Project and withdraw from this Agreement  
4 without the written consent of all other parties, and such consent shall not be  
5 unreasonably withheld. To end participation a Party shall provide one year notice and  
6 remains responsible for paying all unpaid funding amounts that have been committed  
7 through the 20-year duration of this Agreement. Should a Party withdraw the remaining  
8 members shall decide whether to continue with the implementation of this Agreement or  
9 renegotiate this Agreement.
- 10 C. This Agreement may be amended, altered, clarified, or extended only by the written  
11 agreement of the Parties hereto. An equitable adjustment in cost or period of  
12 performance or both may be made if required by the change.
- 13 D. This Agreement is not assignable by any Party, either in whole or in part.
- 14 E. This Agreement is a complete expression of the terms hereto and any oral or written  
15 representations or understandings not incorporated herein are excluded. The parties  
16 recognize that time is of the essence in the performance of the provisions of this  
17 Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent  
18 default. Waiver of breach of any provision of this Agreement shall not be deemed to be a  
19 waiver of any other or subsequent breach and shall not be construed to be a modification  
20 of the terms of the Agreement unless stated to be such through written approval by the  
21 parties which shall be attached to the original Agreement.

22 **VIII. COUNTERPARTS**

23 This Agreement may be executed in counterparts.

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 26**

**IX. INDEMNIFICATION AND HOLD HARMLESS**

The Parties agree to the following:

To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Parties and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property which are connected with, or are attributable to any negligent acts or omissions of the indemnifying Party, its contractor, and/or employees, agents, and representatives in performing the Party's responsibilities and other work referred to in this Agreement; provided however, that if the provisions of RCW 4.24.115 apply to any work under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of two or more of the Parties or those Parties' contractors or employees, agents, or representatives, the indemnification applies only to the extent of the negligence of each Party, its contractor or employees, agents, or representatives. Each Party specifically assumes potential liability for actions brought by its own employees against the other Parties and for that purpose the indemnifying Party specifically waives, as respects the other Parties only, any immunity under the Worker's Compensation Act, RCW Title 51; and each Party recognizes that his waiver was the subject of mutual negotiation and specifically entered pursuant to the provision of RCW 4.24.115, if applicable.

IN WITNESS WHEREOF, the Parties hereto have executed this amendment on the

\_\_\_\_\_ day of \_\_\_\_\_, 2004.

Approved as to Form

**City of Des Moines**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 27**

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Approved as to Form

**City of SeaTac**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**Port of Seattle**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 28**

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ATTACHMENTS

- Attachment 1 – List of Previous Interlocal Agreements
- Attachment 2 – Committee-Approved Manuals and Design Documents
- Attachment 3 - Committee Staffing (not included in this draft)
- Attachment 4 – Project Activities and Managers
- Attachment 5 - Invasive Vegetation Monitoring and Control Scope of Work
- Attachment 6 – Education and Outreach Scope of Work
- Attachment 7 - Basin Needs Assessment Scope of Work
- Attachment 8 - Basin Plan Projects Map (not included in this draft)
- Attachment 9 – Initial O&M Fund Budget (not included in this draft)
- Attachment 10 – Replacement and Improvement Fund Budget (not included in this draft)

Agreement GCA-XXXX



**Des Moines Creek Restoration Projects Interlocal Agreement**

**Attachment 1  
Previous Interlocal Agreements**

**Des Moines Creek Basin Plan Development Interlocal Agreement (I) – Executed 1/16/96**

- Development of the Basin Committee
- Development of hydrologic model
- Analysis of current and future conditions
- Analysis of alternatives responses
- Development of Basin Plan Conceptual Design

**Amendment to Agreement I - Executed 1/15/97**

- Continuation of Basin Committee
- Change in Cost Sharing Agreement
- Preliminary Engineering

**Des Moines Creel Basin Plan Implementation Interlocal Agreement (II) - Executed 06/17/98**

- Continuation of Basin Committee
- Ongoing Project Management
- Development of Preliminary Engineering and Design Financing Plan

**Des Moines Creel Basin Plan Implementation Interlocal Agreement (III), GCA-2712 - Executed 06/17/98**

- Continuation of Basin Committee
- Development of Final Engineering and Design
- Preparation of Plans and Specifications
- Initial Permitting

**Des Moines Creel Basin Plan Implementation Interlocal Agreement (IV), GCA-3921 - Executed 06/11/2004**

- Continuation of Basin Committee
- Construction of Basin Plan Projects
- Operations and Maintenance of Projects
- Replacement and Improvement of Projects

**Amendment to Agreement IV – Executed April 2007**

Documented Project changes including scopes of work, construction costs, costs of ongoing operation, maintenance, and replacement.

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**

**Attachment 2  
Committee-Approved Manuals and Design Documents**

Des Moines Creek Regional Detention Facility Operation and Maintenance Manual, King County, revised Port of Seattle April 2021.

Des Moines Creek High Flow By-Pass Pipe System Operation and Maintenance Manual, King County, August 2010.

Des Moines Creek Basin Restoration Projects Design Report, King County, 2010.

Hydrologic Analysis of the Des Moines Creek Regional Detention Facility (RDF) Using the HSPF Model, MGS Engineering Consultants, Inc., December 2002

Dam Break Inundation and Spillway Design Analysis of the Des Moines Creek Regional Detention Facility (RDF), MGS Engineering Consultants, Inc., April 2004.

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**

**Attachment 3  
Committee Staffing**

This was an organization chart in ILA IV. Staffing is simpler in this ILA V.  
Propose eliminating the chart.

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**

**Attachment 4  
Project Activities and Managers**

<b>RDF Management</b>	<b>Port</b>
RDF Operations and Maintenance	Port
RDF Replacement and Improvements	Port
Wetland Plant Monitoring and Maintenance	Port
RDF Dam Safety and Emergency Actions	Port
Wildlife Management	Port
Berm Mowing	SeaTac
<b>By-Pass Pipe Management</b>	<b>SeaTac</b>
By-Pass Pipeline Operations and Maintenance	SeaTac
By-Pass Pipeline Replacement and Improvements	SeaTac
Marine Outfall Replacement and Improvements	SeaTac
<b>Habitat Enhancement and Restoration Management</b>	<b>Des Moines</b>
Habitat Monitoring	Basin Committee Coordinator
Habitat Replacement and Improvement South 200th Street	Des Moines
Habitat Replacement and Improvement North 200th Street	Port
<b>Project Monitoring</b>	<b>Basin Committee Coordinator</b>
<b>Invasive Vegetation Monitoring and Control Management</b>	<b>Basin Committee Coordinator</b>
Control North 200 <sup>th</sup> Street	Port
Control South 200th Street	Des Moines
<b>Education and Outreach Management</b>	<b>Basin Committee Coordinator</b>
<b>Needs Assessment Management</b>	<b>Basin Committee Coordinator</b>

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**

**Attachment 5  
Scope of Work For  
Des Moines Creek Invasive Vegetation Monitoring and Control**

**PURPOSE**

The purpose of this document is to generally describe the Activity goals and the major tasks required for invasive species monitoring and control. This is not intended to be a detailed scope of work.

**PROJECT GOAL**

The goal of this Activity is to monitor and control invasive species within the Des Moines Creek riparian zone.

**BACKGROUND**

Basin Restoration Project Monitoring including the survey most completed recently by Parametrix in 2022, has identified invasive species in Des Moines Creek in the vicinity of the implemented in-stream projects, including vegetation classified as noxious weeds or weeds of concern (i.e., spotted jewelweed, nightshade, Japanese knotweed, Himalayan blackberry, reed canary grass, and English ivy). Invasive species can outcompete native plant species and result in degraded aquatic habitat conditions. Assessment of the extent of invasive vegetation, subsequent removal of invasive plants, and replacement with native plants is needed to restore degraded aquatic habitat and functional needs in Des Moines Creek. In accordance with Committee-approved work between 2007 and 2012, King County controlled approximately 12 acres of invasive weeds in the Des Moines Creek corridor. Additionally, over 18 acres of the Des Moines Creek corridor were also re-planted with native vegetation. King County directed volunteers, Washington Conservation Corps crews and a private contractor to complete the activities.

Invasive vegetation is present in the entire stream corridor from S. 200<sup>th</sup> St to the mouth of Des Moines Creek in the Puget Sound, and on the northwest side of the Des Moines Creek Trail. In a recent exploratory corridor-wide stream-walk, invasive vegetation was noted through-out the stream corridor, but most between the Midway Sewer Treatment Plant and Des Moines Memorial Drive. Additionally, invasive vegetation was observed to be very dense on the northwest side of the Des Moines Creek trail throughout the stream corridor. It is evident that previous weeding and planting work has been somewhat successful. Young cedar and fir trees were observed, and in most areas adjacent to the stream, there was noticeably less ivy compared to locations on the other side of the trail.

**WORK DESCRIPTION**

This Activity will involve assessing the current extent of invasive species in the Des Moines Creek riparian zone (only the Basin Restoration Projects have been recently assessed by the Committee, however, King County mapped a proposed work program for 2012 [see attached figure showing future proposed work]). A detailed corridor-wide stream-walk and vegetation assessment will be conducted to note approximate locations, areal extent, types, and densities of invasive vegetation requiring removal in the riparian zone of the Des Moines Creek stream

Agreement GCA-XXXX

## **Des Moines Creek Restoration Projects Interlocal Agreement**

corridor and area outside the riparian zone that could impact the stream corridor. Invasive vegetation will be removed, and native plants will be selected for replacement and subsequent planting based on locations of removal and environmental conditions. Replacement native plants will be selected for their ability to contribute to short- or long-term to the aquatic habitat needs in Des Moines Creek. Following the initial inspection, invasive plant removal, and replacement of removed invasive vegetation with native plants, the Des Moines Creek riparian zone will be monitored annually to determine Activity success and need for follow-up maintenance (i.e., additional invasive vegetation removal and native plantings). The following is a general summary of tasks that will need to be accomplished to implement Invasive Vegetation Monitoring and Removal.

### **YEAR 1 and 10**

#### **Project Planning**

- Review existing documentation and build upon work program recommended in 2012 by King County.
- Plan for initial data collection to support invasive species control, removal, and replacement.
- Develop monitoring and maintenance plan to facilitate Activity success for reaching long-term vegetation goals.

#### **Initial Data Collection**

- Des Moines Creek corridor riparian zone reconnaissance.
- Maps, notes, photos, and measurements of approximate locations, areal extents, and types and densities of invasive plants.
- Observations of native plant assemblages.

### **YEARS 2 – 4 (Assume 3 areas of activity) and 11 - 13**

#### **Vegetation Control**

- Design removal methods (assumed to be hand-equipment), equipment needs, estimated time and personnel needed to complete removal, best season to complete the project, transportation to dispose of debris, and disposal options.
- Arrange work parties, crews, or volunteer groups to conduct vegetation removal. Identify potential leaders familiar with techniques to train personnel that are less familiar.
- Coordinate equipment delivery to site(s).
- Coordinate removal and disposal of vegetation.
- Coordinate site safety.

#### **Native Plant Restoration**

- Develop native plant list appropriate for Des Moines Creek riparian area that will complement existing native plants and have best chance of being established.
- Arrange to purchase and store native plants prior to planting.
- Develop list of other planting needs, such as mulch, weed barrier (if needed), stakes, and other materials and arrange for purchase and/or storage prior to planting.

Agreement GCA-XXXX

## **Des Moines Creek Restoration Projects Interlocal Agreement**

- Arrange work parties, crews, or volunteer groups to plant native plants where invasive vegetation has been removed. Identify potential leaders familiar with planting techniques for selected plants to train personnel that are less familiar.
- Coordinate equipment delivery to site(s).
- Coordinate site safety.

### **YEARS 3 and ON**

#### **Restoration Monitoring**

- Monitor newly planted areas bi-annually to evaluate plant establishment, die-off, and need for potential replacement. To be conducted with invasive species monitoring.

#### **Replacement Plants**

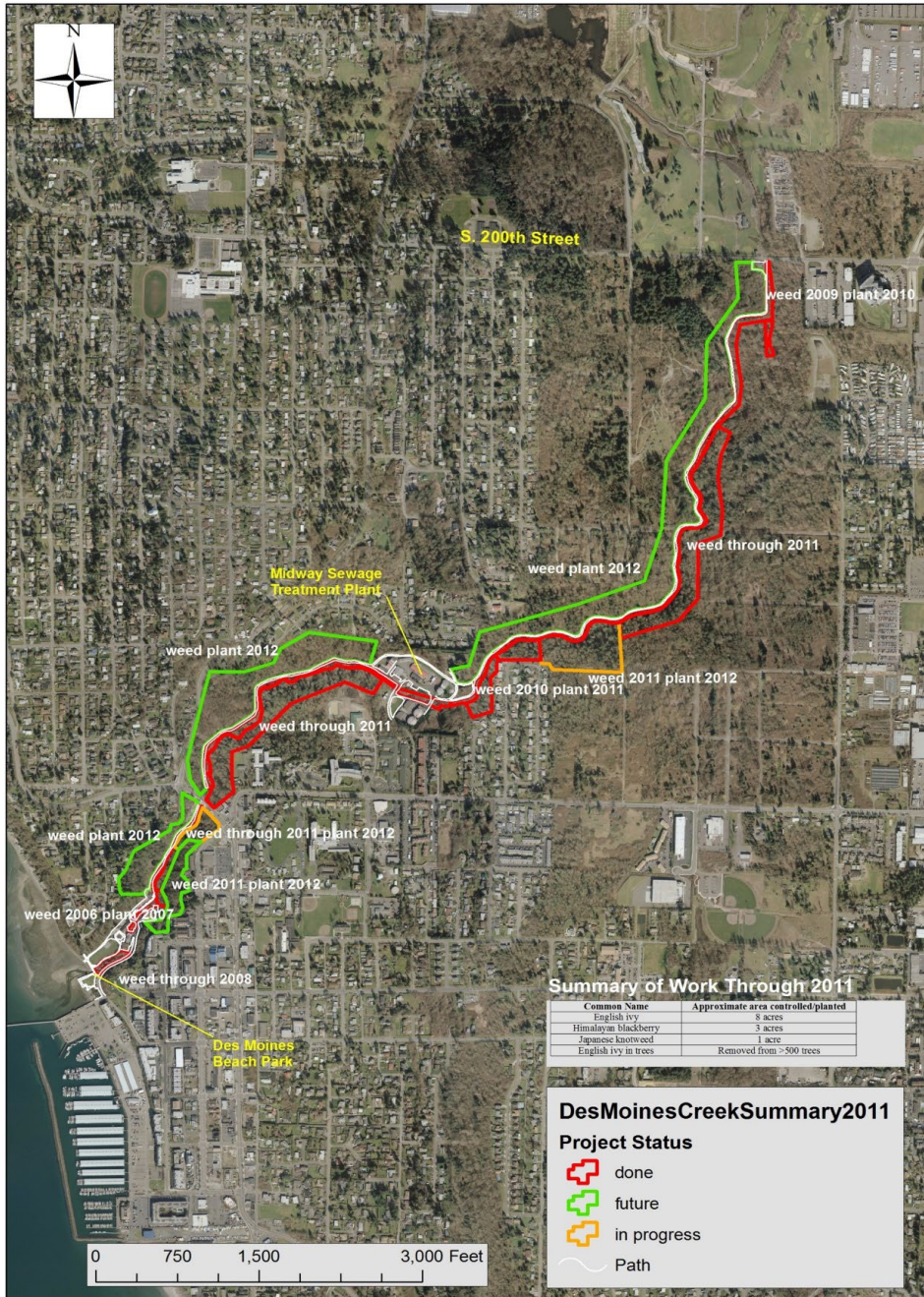
- If monitoring indicates more than 50% of the plants did not survive, trouble-shoot reason and evaluate whether replacement planting should occur.

### **ESTIMATED COST**

<b>PROJECT PLANNING (ASSUME TWO TIMES)</b>	
<b>INITIAL DATA COLLECTION (ASSUME TWO TIMES)</b>	
<b>VEGETATION CONTROL (ASSUME ENTIRE CORRIDOR TWO TIMES)</b>	
<b>NATIVE PLANT RESTORATION (ASSUME ENTIRE CORRIDOR TWO TIMES)</b>	
<b>RESTORATION MONITORING (10 YEARS)</b>	
<b>REPLACEMENT PLANTS (10 YEARS)</b>	

Agreement GCA-XXXX

## Des Moines Creek Restoration Projects Interlocal Agreement



Des Moines Creek Summary of Work Completed and Proposed 2007-2014

Agreement GCA-XXXX



## **Des Moines Creek Restoration Projects Interlocal Agreement**

### **Attachment 6 Scope of Work For Des Moines Creek Education and Outreach**

#### **PURPOSE**

The purpose of this document is to generally describe the Activity goals and the major tasks required for education and outreach. This is not intended to be a detailed scope of work.

#### **PROJECT GOAL**

The goal of this Activity is to support education and outreach activities in the Des Moines Creek Basin, including but not limited to (1) providing resources to non-profit and local watershed or environmental groups for watershed activities that support Committee goals for improvements to aquatic habitat and/or water quality, and (2) development or support of electronic outreach materials that promote the work of the Committee and provide resources that link to efforts by others in the community and region to improve the Des Moines Creek Basin. This will be accomplished by providing funds to organizations that are doing work in the basin that furthers the goals of the Committee, and developing a platform for dispersal of information, electronically. Education and outreach activities in the basin should also emphasize reaching underserved populations such as non-English speaking communities through translation.

#### **BACKGROUND**

The Des Moines Creek Basin Committee provides an opportunity to centrally locate and promote watershed activities in the basin. There is no Committee presence on-line to promote and centrally located materials for public transparency and potential coordination with non-profit organizations that are focused on Des Moines Creek watershed recreation and aquatic health.

#### **WORK DESCRIPTION**

This Activity will create a website that features Des Moines Creek Basin Committee Activities and links to other restoration activities conducted by outside groups, provide support for local community groups and non-profits doing work in the basin, and develop engagement activities that support water quality, flow control, and habitat enhancements in Des Moines Creek.

The following are general tasks to implement Education and Outreach.

#### **YEAR 1**

##### **Project Planning**

- Develop Education and Outreach Plan, including the following:
  - Goals
  - Community partners
  - Methods (website, updated kiosks/signs in watershed, work parties, support to other groups)

##### **Website Development**

- Identify host for website (Committee member or other organization).
- Development content including educational information, links to relevant community organizations working in the watershed, information about the Committee, web map with

Agreement GCA-XXXX

## **Des Moines Creek Restoration Projects Interlocal Agreement**

searchable geographic information and photos of restoration sites and documents, community events calendar, etc.

- Determine frequency of website updates.

### **YEAR 2 and ON**

Implement community outreach support and/or Committee-led outreach events including the following:

#### **Support for Community Events**

- Develop criteria for supporting community and non-profit watershed events that the Committee might support, including:
  - Funding
  - Application(s) for support
  - In-kind Contributions or Materials (for work parties)

#### **Committee-led Outreach/Engagement**

- Develop types of engagement the Committee might pursue and reason for doing so, including:
  - Volunteer work parties to remove invasive plants or plant native plants to improve aquatic stream health
  - Debris and trash pick-up along stream corridor to prevent pollution
  - Naturalist-led corridor walks to engage public about Des Moines Creek functions, improvements made, and plant and animal species.
- Identify options for staffing and coordinating Committee-led outreach, including:
  - Earth Corps or other organization for in-person volunteer work parties
  - Consultant- or contractor-led events
  - Committee-led events with representatives from jurisdictions contributing time and expertise.

### **ESTIMATED COST**

<b>PROJECT PLANNING (YEAR 1)</b>	
<b>WEBSITE DEVELOPMENT (YEAR 1)</b>	
<b>SUPPORT FOR COMMUNITY EVENTS (YEAR 2 AND BEYOND)</b>	
<b>COMMITTEE-LED OUTREACH/ENGAGEMENT (YEAR 2 AND BEYOND)</b>	

Agreement GCA-XXXX

## **Des Moines Creek Restoration Projects Interlocal Agreement**

### **Attachment 7 Scope of Work For Des Moines Creek Basin Needs Assessment**

#### **PURPOSE**

The purpose of this document is to generally describe the Activity goals and the major tasks required to conduct a basin needs assessment. This is not intended to be a detailed scope of work.

#### **PROJECT GOAL**

The goal of this Activity is to identify potential future actions and projects that may be jointly implemented by the Committee to further protect and enhance Des Moines Creek beyond that provided by the existing Basin Restoration Projects and required by the Parties NPDES permits.

#### **BACKGROUND**

The Des Moines Creek Basin Committee was established to implement the 1997 Des Moines Creek Basin Plan and complete identified capital projects designed to address high flows, erosion, seasonal low flow, habitat loss and water quality, which were identified then as basin deficiencies. Many of the projects identified in the Basin Plan were completed, however, flow augmentation and projects to address water quality deficiencies such as non-point source pollution were not implemented. All of the reaches of Des Moines Creek are on Ecology's 303(d) list for water quality impairment one or more parameters, including temperature, bacteria, and dissolved oxygen. Water quality monitoring was last conducted in 2012. Likewise, a pre-spawn mortality survey of coho salmon was also conducted in 2012. That study showed greater than 50% pre-spawn mortality of adult females. In the last few years, a new compound, 6 PPD-quinone, which originates from tire dust, has been identified in stormwater run-off and a contributing factor to coho salmon pre-spawn mortality. This is an evolving problem for which researchers are working to identify viable stormwater treatment solutions. Other storm and surface water issues may arise in the future. This Activity will give the Committee flexibility to address new issues as they evolve.

#### **WORK DESCRIPTION**

This Activity will implement water quality, biological monitoring, or other assessments and studies necessary to identify potential future actions and projects that address current and future basin needs, including evolving or new problems identified over the life of this agreement. It is assumed that up to 3 basin needs assessments will be completed over the period of the ILA. Potential projects and actions that address current and future basin needs will be defined by the following criteria:

- Provides a net-benefit to the Des Moines Creek Basin by improving a noted deficiency identified by collected data (i.e., water quality, habitat condition, or other aquatic health parameter).
- Meets one or more of the collective goals of the Committee to address drainage, flooding, erosion and sedimentation, fish habitat degradation, and water quality problems throughout the Basin.

Agreement GCA-XXXX

## **Des Moines Creek Restoration Projects Interlocal Agreement**

- Is better addressed by the Committee than by an individual jurisdiction because of shared responsibility for the issue, shared resources for the solution, or other factors.
- May be jointly implemented by the Committee through amendments to this agreement or other means to further protect and enhance Des Moines Creek.

### **Project Planning**

- Review existing documentation.
- Identify data gaps and questions that need to be answered to address basin needs (i.e., water quality conditions, biological conditions).
- Plan for data collection, and identify data collection methods, analyses, locations, and frequency.

### **Data Collection**

- Water quality sampling, including biologic index of biotic integrity (B-IBI).
- Biological surveys, including fish presence and/or spawning surveys.
- Maps, notes, photos, observations, and measurements.

### **Data Evaluation**

- Quality Assurance/Quality Control for all data collected.
- Assess seasonal, or geographical data trends.
- Evaluate data anomalies and potential causes.
- Comparison of results to historical data.
- Comparison to standards, if applicable (i.e., water quality, beneficial uses, etc.).

Evaluate pollution sources and/or causes for deficiencies, if applicable, including whether the issue is basin-wide problem, or associated within an individual jurisdiction.

### **Basin Needs**

- Develop preliminary alternative Activities and Projects. Activities and Projects could include the following:
  - In-stream habitat restoration
  - Bank stabilization
  - Water quality treatment facilities (retrofit of existing Basin Plan Restoration Projects, or new facilities)
  - Targeted education and outreach to address an identified issue
- Evaluate preliminary alternatives against project definition criteria to determine if Committee should consider implementation. Criteria include:
  - Provides a net-benefit to the Des Moines Creek Basin by improving a noted deficiency identified by collected data (i.e., water quality, habitat condition, or other aquatic health parameter).
  - Meets one or more of the collective goals of the Committee to address drainage, flooding, erosion and sedimentation, fish habitat degradation, and water quality problems throughout the Basin.
  - Is better addressed by the Committee than by an individual jurisdiction because of shared responsibility for the issue, shared resources for the solution, or other factors.

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**

- Develop scopes and cost estimates for feasible Committee projects and actions.

**ESTIMATED COST**

<b>PROJECT PLANNING</b>	
<b>DATA COLLECTION</b>	
<b>DATA EVALUATION</b>	
<b>BASIN NEEDS</b>	

**Des Moines Creek Restoration Projects Interlocal Agreement**

**Attachment 8  
Basin Plan Projects Map  
(not included in this draft)**

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**

**Attachment 9  
O&M Fund Budget  
(not included in this draft)**

Agreement GCA-XXXX

**Des Moines Creek Restoration Projects Interlocal Agreement**

**Attachment 10**  
**Replacement and Improvement Fund Budget**  
**(not included in this draft)**

Agreement GCA-XXXX