

Original

## INTERLOCAL AGREEMENT

### For the Governmental Jurisdictions within the Lake Ballinger/McAleer Creek Watershed Including the Cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, Shoreline and Snohomish County

#### PREAMBLE

**THIS AGREEMENT** ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among Snohomish County, a political subdivision of the state of Washington, and the cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, and Shoreline, all municipal corporations of the state of Washington. The parties executing this Agreement are located in King and Snohomish Counties, lying wholly or partially within the Watershed Area defined in Section 1.1 below (individually for those executing this Agreement "Member Jurisdiction" and collectively "Member Jurisdictions"). The Member Jurisdictions share interests in and responsibility for addressing long-term watershed planning and conservation and wish to provide for development of various activities and projects therein.

#### MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
  - 1.1 **WATERSHED AREA:** The *Watershed Area* is defined as those waters draining to Lake Washington through surface and subsurface natural or constructed water conveyance systems consisting of Hall Lake, Hall Creek, Chase Lake, Echo Lake, Lake Ballinger, McAleer Creek and all other known surface and subsurface tributary drainages along with the associated pipe conveyance systems connected to existing surface conveyance as further delineated on the watershed map attached as Exhibit A and collectively known as the Lake Ballinger/McAleer Creek Watershed. Additional tributary drainage areas identified in the future that are not currently listed on Exhibit A may be added to the Exhibit A by amendment of this Agreement.
  - 1.2 **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as *Member Jurisdictions* are Snohomish County, and the Cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace and Shoreline.
  - 1.3 **MEMBER JURISDICTION:** A *Member Jurisdiction* as referred to herein is a government eligible for participation in this Agreement that has also executed this Agreement.
  - 1.4 **LAKE BALLINGER/McALEER CREEK WATERSHED FORUM:** The *Lake Ballinger/McAleer Creek Watershed Forum* (hereinafter referred to as the *Forum*) created herein is the governing body responsible for implementing this Agreement and is comprised of

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4-6-12 to 12-31-13

designated representatives of **Eligible Jurisdictions** who have authorized the execution of and become **Member Jurisdictions** of this Agreement.

- 1.5 **STRATEGIC ACTION PLAN: *The Strategic Action Plan***, as referred to herein, is the plan developed by the Forum and adopted by all Member Jurisdictions to address water resource issues within the **Watershed Area** as provided in this Agreement. The plan identifies specific actions and projects to address the identified water resource issues and is attached as Exhibit B.
- 1.6 **CAPITAL IMPROVEMENT PLAN: *The Capital Improvement Plan***, as referred to herein, is the set of projects developed in the **Strategic Action Plan** to address the identified water resource issues. The **Capital Improvement Plan** lists specific projects, estimated costs, proposed funding mechanisms and project lead agency and is attached as Exhibit C.
- 1.7 **FISCAL AGENT: *The Fiscal Agent*** is the entity designated to perform all accounting and contract management services for the **Forum**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.8 **SERVICE PROVIDER(S): *The Service Provider(s)***, as used herein, means that individual consultant or other entity which provides a service to and for the **Forum** and who is directed to carry out actions as determined or assigned by the **Forum**, including but not limited to, preparation of meeting agendas and minutes, maintaining documents and records, researching federal and state appropriation opportunities, and researching and applying for local, state and federal grants in support of the **Strategic Action Plan** and the **Capital Improvement Plan**.
  - 1.8.1 **Service Provider Operating Fund: *The Service Provider Operating Fund*** is the fund established for activities of the **Service Provider(s)** in the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**. The fund budget is set each year by action of the Forum and authorized by budget allocation from each **Member Jurisdiction**.
- 1.9 **STEERING COMMITTEE and PROJECT SUBCOMMITTEES: *The Steering Committee*** is composed of executive level staff members of each **Member Jurisdiction** who will provide specific guidance to technical level staff on the **Project Subcommittees** for each of the projects identified in the **Capital Improvement Plan** based on policy direction from the Forum.

2. **PURPOSES.** The purposes of this Agreement include the following:

- 2.1 To provide a mechanism and governance structure for the implementation of the **Strategic Action Plan** and to share the cost of **Service Provider(s)** to coordinate and

provide the services necessary for the successful implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**.

- 2.2 To provide a mechanism for securing technical assistance and any available funding from state agencies, federal agencies or other sources to implement the **Strategic Action Plan** and the **Capital Improvement Plan** in support of the **Strategic Action Plan**.
- 2.3 To provide a framework for cooperation and coordination among the member jurisdictions on issues relating to the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**.
- 2.4 To develop and articulate to state and federal legislators, watershed based positions on stormwater management issues, conservation issues, funding or any other issues jointly identified by the **Member Jurisdictions**.
- 2.5 To provide for the ongoing participation of citizens and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed conservation efforts.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual **Member Jurisdiction** or water quality policy body.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by **Eligible Jurisdictions**, as authorized by each jurisdiction's legislative body, and further provided that after such execution, this Agreement shall be posted on the web site of each **Member Jurisdiction** in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect, unless terminated as provided in Section 9, until December 31, 2013; provided, however, that this Agreement may be extended for such additional terms as the **Member Jurisdictions** may agree to in writing.
4. **ORGANIZATION AND NATURE OF THE FORUM.** The **Member Jurisdictions** hereby establish the **Forum** to serve as the formal governance structure for carrying out the purposes of this Agreement. Each **Member Jurisdiction** shall appoint one (1) elected official or designee and an alternate (elected official or designee and alternate hereinafter referred to as designee) to serve as its representative on the **Forum** along with a **Steering Committee** representative to carry out the policy direction of the Forum.
  - 4.1 Upon the effective execution of this Agreement and the appointment of designees from each **Member Jurisdiction** to the **Forum**, the **Forum** designees shall meet and choose, according to the voting provisions of Section 5, representatives to serve as **Forum Chair** and **Vice Chair** to oversee and direct the activities associated with **Forum** meetings including the development of the agendas, running the meeting and providing leadership to the **Forum**.

- 4.2 The **Forum** shall have the authority and mandate to do the following:
- 4.2.1 Review and evaluate at least annually the duties to be assigned to the **Steering Committee** to this Agreement and provide for whatever actions it deems necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of this Agreement.
  - 4.2.2 Review **Steering Committee** progress on implementation of the **Strategic Action Plan** and the **Capital Improvement Plan** on a quarterly basis and provide for whatever actions it deems appropriate to ensure that such development is efficiently, effectively and responsibly delivered in the performance of this Agreement.
  - 4.2.3 On or before September 1 of each year, establish and approve a **Service Provider Operating Fund** budget for the following calendar year for the activities of the **Service Provider(s)**, proposing the level of funding and total resource obligations of the **Member Jurisdictions** to support the activities of the **Service Provider(s)** which are to be allocated in accordance with the formula set forth in Exhibit D.
  - 4.2.4 Review and evaluate at least annually the duties to be assigned to the **Service Provider(s)** to this Agreement and provide for whatever actions it deems necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of this Agreement.
  - 4.2.5 Oversee and administer the allocation of resources available to the **Forum** to implement the **Strategic Action Plan** and the **Capital Improvement Plan** in support of the **Strategic Action Plan**.
- 4.3 The **Forum** designees may adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation according to the voting provisions of Section 5.

5. **VOTING.** The **Forum** designees shall make decisions, approve goals and objectives, specify work priorities and perform any other actions necessary to carry out the purposes of this Agreement as follows:

- 5.1 No action or binding decision will be taken by the **Forum** without the presence of a quorum of active **Member Jurisdiction** designees. A quorum exists if a majority of the **Member Jurisdiction** designees are present at the **Forum** meeting. The voting procedures provided for in 5.2 and 5.3 are conditioned upon there being a quorum of the active **Member Jurisdiction** designees present for any action or decision to be effective and binding.

- 5.2 Decisions shall be made using a consensus model as much as possible. Each designee agrees to use their best effort and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Member Jurisdiction** designees at the meeting or by a majority recommendation agreed upon by the **Member Jurisdiction** designees.
- 5.3 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Forum**, the **Forum** shall take action on a majority basis, as follows:
- 5.3.1 Each **Member Jurisdiction**, through its appointed designee, may cast its vote in connection with a proposed **Forum** action.
- 5.3.2 For any action subject to voting to be deemed approved, an affirmative vote must be cast by a majority of the **Member Jurisdiction** designees. No action shall be valid and binding on the **Member Jurisdiction** until it shall receive majority of votes of the total number of **Member Jurisdiction** designees. A vote of abstention shall be recorded as a "no" vote.

6. **OBLIGATIONS OF MEMBER JURISDICTIONS; BUDGET; FISCAL AGENT; RULES.**

- 6.1 Each **Member Jurisdiction** shall be responsible for meeting its financial obligations hereunder as described in Section 2.1 and established by the operating fund adopted by the **Forum** under this Agreement and described in Section 4.2.3.
- 6.2 On or before September 1 of each year of this Agreement, the **Forum** shall adopt a **Service Provider** budget for the following calendar year. The **Service Provider** budget shall propose the level of funding responsibilities of the individual **Member Jurisdictions** for the following calendar year and shall propose the levels of funding to be allocated to the **Service Provider** budget for implementation activities related to the **Strategic Action Plan** and the **Capital Improvement Plan** within the **Watershed Area**. The **Member Jurisdictions** shall thereafter take separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed operating fund, and shall have done so no later than December 31<sup>st</sup> of each such year, provided that the financial obligations of each Member Jurisdiction to fund this Agreement after December 31, 2011 are contingent upon local legislative appropriation of necessary funds in future fiscal years; and provided that financial obligations imposed herein shall not be for the purpose of funding the design or construction of specific **Capital Improvement Plan** projects.
- 6.3 Funds collected from any source on behalf of the **Forum** shall be maintained in a special fund by the **Fiscal Agent** as *ex officio* treasurer on behalf of the **Forum** pursuant to rules and procedures established and agreed to by the **Forum**. The **Fiscal Agent** shall also serve as the contractual agent for the **Member Jurisdictions** in acquiring any services

needed, including those provided by the **Service Provider(s)**, in the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan** as directed by the **Forum**. The **Fiscal Agent** shall establish billing practices and collection procedures in the format established by the Washington State Auditor, and utilize its established purchasing authority and procedures, and any other procedures as may be necessary to provide for its efficient administration and operation. Any **Member Jurisdiction** may inspect and review all records maintained in connection with the special fund maintained by the **Fiscal Agent** at any reasonable time.

- 6.4 The **Fiscal Agent**, in the performance of its duties, shall not exceed the budgeted amounts authorized by the **Forum** and/or the total funds as appropriated by the individual **Member Jurisdictions**.
7. **LATECOMERS.** An **Eligible Jurisdiction** listed in Section 1.2 which has not become a **Member Jurisdiction** within six (6) months of the effective date of this Agreement may become a **Member Jurisdiction** only with the written consent of all the **Member Jurisdiction**. The provisions of Section 5 otherwise governing decisions of the **Forum** shall not apply to this Section 7. The **Member Jurisdictions** and the county or city seeking to become a **Member Jurisdiction** shall jointly determine the terms and conditions under which the county or city may become a **Member Jurisdiction**. These terms and conditions shall include payment by such county or city to the **Member Jurisdictions** of the amount determined jointly by the **Member Jurisdictions** and the county or city to represent such county or city's fair and proportionate share of all costs associated with activities undertaken by the **Forum** and the **Member Jurisdictions** on its behalf as of the date the county or city becomes a **Member Jurisdiction**. Any county or city that becomes a **Member Jurisdiction** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Member Jurisdictions**.
8. **TERMINATION.** This Agreement may be terminated by any **Member Jurisdiction**, as to that **Member Jurisdiction** only, upon sixty (60) days written notice to the other **Member Jurisdictions**. The terminating **Member Jurisdiction** shall remain fully responsible for meeting all of its funding obligations for expenditures authorized by the jurisdiction, but only for costs incurred prior to the date of the notice. This Agreement may be terminated at any time by the written agreement of all **Member Jurisdictions**.
9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each **Member Jurisdiction** shall protect, defend, hold harmless and indemnify the other **Member Jurisdictions** to include the officers, employees, agents and contractors of the **Member Jurisdiction**, while acting within the scope of their

employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such **Member Jurisdiction's** own negligent acts or omissions, torts and wrongful or illegal acts related to such **Member Jurisdiction's** participation and obligations under this Agreement. Each **Member Jurisdiction** agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each **Member Jurisdiction**, by mutual negotiation, hereby waives, with respect to the other **Member Jurisdictions** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to **Member Jurisdictions** exercising the right of termination pursuant to Section 9.

10. **NO ASSUMPTION OF LIABILITY.** In no event do the **Member Jurisdictions** intend to assume any responsibility, risk or liability of any other **Member Jurisdiction** or otherwise with regard to any **Member Jurisdiction's** duties or any act, statute or regulation of any local municipality or government, the State of Washington or the United States.
11. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no **Member Jurisdiction** is committing to adopt or implement any actions or recommendations that may be contained in the **Strategic Action Plan** and the **Capital Improvement Plan** pursuant to this Agreement.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the **Member Jurisdiction** from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any **Member Jurisdiction** that is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the **Forum** or any of the **Member Jurisdictions**, or their officers, elected officials, agents and employees, to any third party.

15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the **Member Jurisdictions**, represented by affirmative action by their legislative bodies.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
17. **APPROVAL BY MEMBER JURISDICTION'S GOVERNING BODIES.** The governing body of each **Member Jurisdiction** must approve this Agreement before any representative of such **Member Jurisdiction** may execute this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be posted on the web site of each **Member Jurisdiction** in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ATTORNEY FEES.** In the event a **Member Jurisdiction** brings suit to enforce this Agreement, or for breach of this Agreement, the prevailing **Member Jurisdiction** shall be entitled to its costs, expenses, and attorney fees for bringing or defending the action.

**IN WITNESS WHEREOF**, the **Member Jurisdictions** hereto have executed this Agreement on the dates indicated below:

Approved as to form:

By: Sharon E. Cates  
 Title: Office of the City Attorney  
 Date: 4/5/12

CITY OF EDMONDS  
 By: [Signature]  
 Title: Mayor  
 Date: 4-6-12

Approved as to form:

By: [Signature]  
 Title: City Attorney  
 Date: 2/7/2012

CITY OF LAKE FOREST PARK  
 By: [Signature]  
 Title: Mayor  
 Date: 1/31/2012

15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the **Member Jurisdictions**, represented by affirmative action by their legislative bodies.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
17. **APPROVAL BY MEMBER JURISDICTION'S GOVERNING BODIES.** The governing body of each **Member Jurisdiction** must approve this Agreement before any representative of such **Member Jurisdiction** may execute this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be posted on the web site of each **Member Jurisdiction** in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ATTORNEY FEES.** In the event a **Member Jurisdiction** brings suit to enforce this Agreement, or for breach of this Agreement, the prevailing **Member Jurisdiction** shall be entitled to its costs, expenses, and attorney fees for bringing or defending the action.

**IN WITNESS WHEREOF**, the **Member Jurisdictions** hereto have executed this Agreement on the dates indicated below:

Approved as to form:

By: Sharon E. Cato  
 Title: Office of the City Attorney  
 Date: 4/5/12

CITY OF EDMONDS

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved as to form:

By: Bob C. Sturbank  
 Title: City Attorney  
 Date: 2/7/2012

CITY OF LAKE FOREST PARK

By: Mary Jane Beers  
 Title: Mayor  
 Date: 1/31/2012

Approved as to form:

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

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

Date: \_\_\_\_\_

CITY OF LYNNWOOD

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

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

Date: \_\_\_\_\_

Approved as to form:

By: 6765

Title: City Attorney

Date: 1/11/2012

CITY OF MOUNTLAKE TERRACE

By: John J. Campbell

Title: City Manager

Date: 1-11-2012

Approved as to form:

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

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

Date: \_\_\_\_\_

CITY OF SHORELINE

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

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

Date: \_\_\_\_\_

Approved as to form:

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

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

Date: \_\_\_\_\_

SNOHOMISH COUNTY

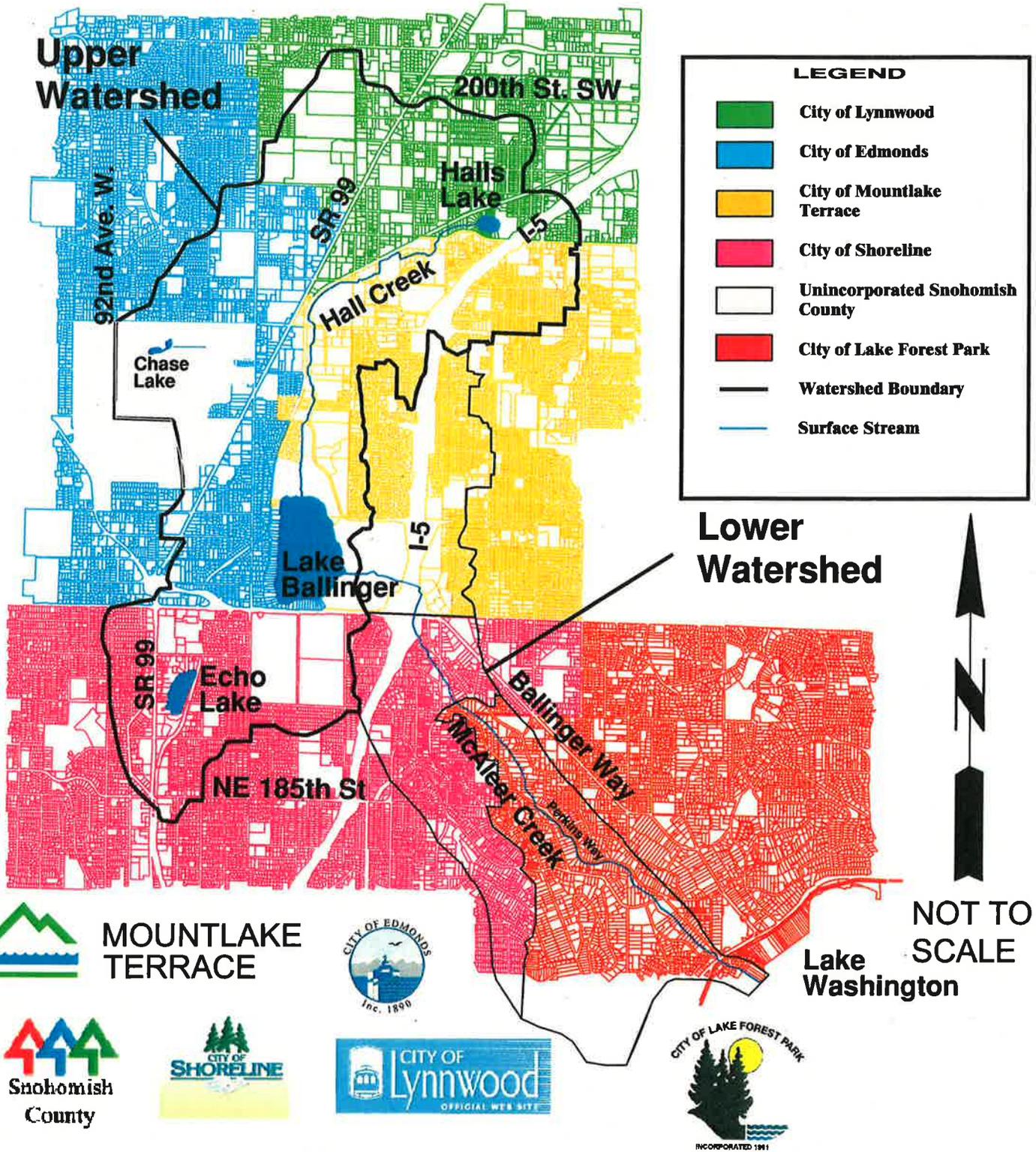
By: \_\_\_\_\_

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

Date: \_\_\_\_\_

# Watershed Vicinity Map

# Exhibit A



**LEGEND**

- City of Lynnwood
- City of Edmonds
- City of Mountlake Terrace
- City of Shoreline
- Unincorporated Snohomish County
- City of Lake Forest Park
- Watershed Boundary
- Surface Stream



**MOUNTLAKE  
TERRACE**



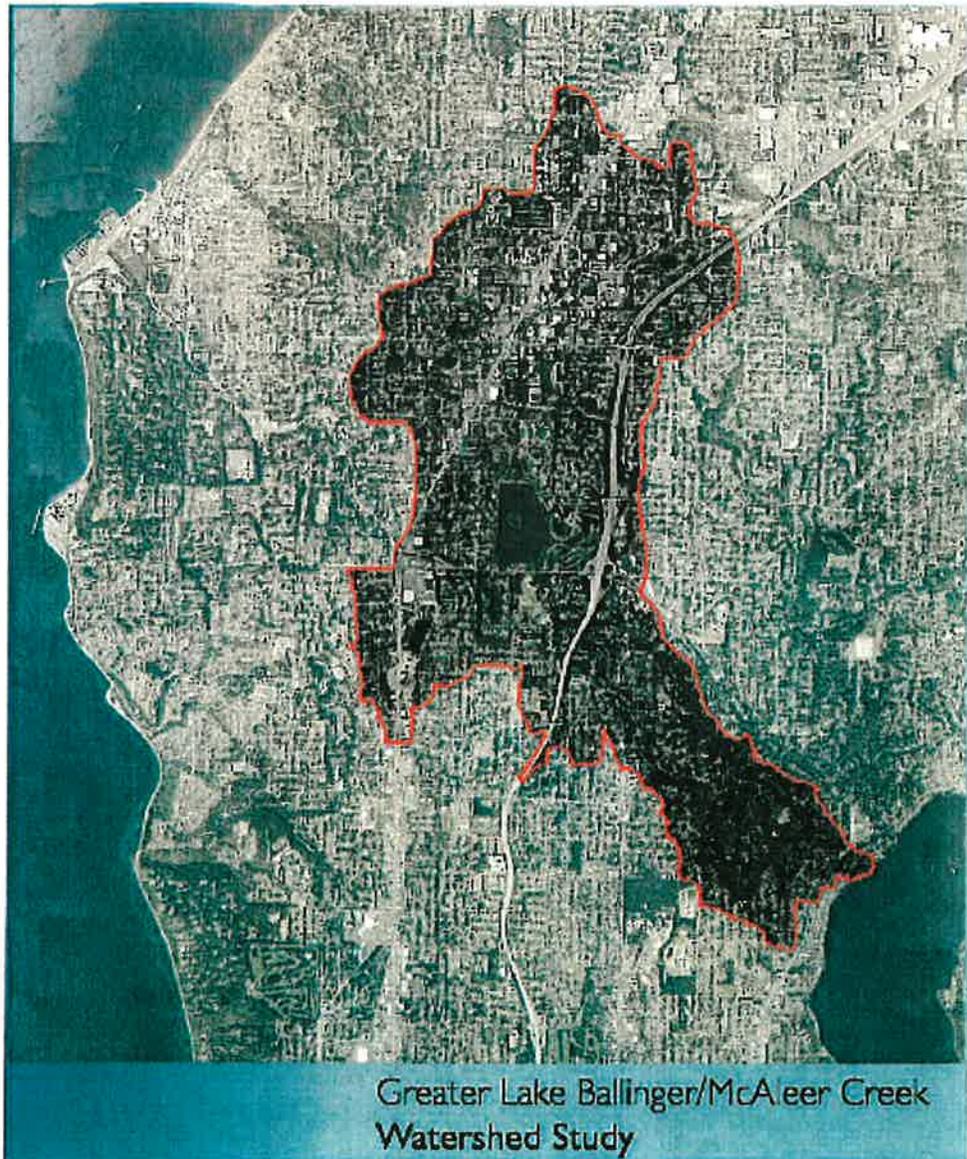
**NOT TO  
SCALE**

**Lake  
Washington**

# **Exhibit B**

## **Lake Ballinger/McAleer Creek Watershed Study**

### **Strategic Action Plan**



Greater Lake Ballinger/McAeer Creek  
Watershed Study

## STRATEGIC ACTION PLAN

Project #31325

*Bj* Clark, Inc.  
Golde: Associates, Inc.  
Clear Creek Solutions, Inc.  
EnviroIssues

July 10, 2009

# **Exhibit C**

## **Capital Improvement Plan**

# Lake Ballinger/McAleer Creek Watershed Forum Capital Improvement Plan - Exhibit C

Action or Project	Priority	Description	Lake Ballinger/Hall Creek			McAleer Creek	Project Information		Services Criteria <sup>1</sup>		Goal	Issues	Projected Outcome	
			Waterfront Issue A	Waterfront Issue B	Waterfront Issue C		Waterfront Issue D	Project Lead Agency	Estimated Cost (2009 dollars)	1				2
<b>Lower McAleer Creek</b>														
<b>Phase I</b> Forum Project Model the McAleer Creek flood plain in Lake Forest Park and Sheridan Park. Update FEMA flood plain mapping information.	A1	Accurately model flow and determine flood plain elevations for McAleer Creek from Lake Ballinger to Lake Washington - develop modeling and flood plain management guidelines to assist the Cities of Shoreline and Lake Forest Park with future development and to leverage FEMA funds for flood plain mapping. <b>portion of the FEMA flood plain mapping project will assume flows from Lyon Creek have been reduced or minimized.</b>					Grant	Lake Forest Park, Shoreline			Revise existing flood plain maps to accurately reflect existing conditions and to develop modeling and flood plain management guidelines	Joint project in Shoreline and Lake Forest Park	Give accurate guidance to cities with development and flood plain mapping in the affected flood plain	
	A2	Leverage FEMA funds for flood proofing program					Grant	Lake Forest Park			Develop flood proofing program to prevent structure flooding	Privately initiated flood proofing program with possible City assistance	Developing an effective flood proofing program	
	B	Forum to provide encouragement to Lake Forest Park to seek funds to eliminate the Lyon Creek overflow to McAleer Creek during storm events						Lake Forest Park			Minimize the impact of Lyon Creek on McAleer Creek during storm events	No financial commitment on the part of upstream Forum jurisdictions	Reduce overflow from Lyon Creek during storm events to minimize flooding at Sheridan Beach	Would remove 30 cars from McAleer Creek through the Sheridan Beach Neighborhood during the 100-yr event
	C	Retrofit McAleer Creek Bypass Intake to optimize facility function						Grant	Lake Forest Park			Reduce the occurrence and severity of flooding in the Sheridan Beach Neighborhood of Lake Forest Park along McAleer Creek	Project benefits residents in Lake Forest Park only.	Up to 10 residences in Lake Forest Park would be protected from localized flooding.
	D	Enhance and replace four culverts on McAleer Creek in Lake Forest Park						Grant	Lake Forest Park			Reduce localized flooding in Lake Forest Park.	Project benefits residents in Lake Forest Park only.	Up to 10 residences in Lake Forest Park would be protected from localized flooding.
	E	Install beams or other flood proofing along McAleer Creek in Lake Forest Park						Grant	Lake Forest Park			Keep structures from flooding during 100 year events	Permitting, work on private property	Minimize flooding during 100 year events
F	Retrofit existing city parcels and right of way with Low Impact Development BMPs						Appropriations or grant	Lake Forest Park, Shoreline			Reduce flooding and improve water quality	Long term - 20 year plan	Eliminates 100 year flooding events, improve on local, temperature and chemical issues in McAleer Creek	
<b>Upper McAleer Creek/Lake Ballinger/Hall Creek</b>														
<b>Forum Project</b>														
<b>Phase I</b> Model the Hall Creek and Lake Ballinger flood plain in Edmonds and Mounlake Terrace to update FEMA flood plain mapping information.	A1	Accurately model flow and determine flood plain elevations for Hall Creek and Lake Ballinger - Edmonds and Mounlake Terrace to update FEMA flood plain mapping information					Grant	Mounlake Terrace, Edmonds			Revise existing flood plain maps to accurately reflect existing conditions and to develop modeling and flood plain management guidelines	Joint project in Mounlake Terrace and Edmonds	Give accurate guidance to cities with development and flood plain mapping in the affected flood plain, managing the level of Lake Ballinger and developing a flood proofing program	
	A2	Leverage FEMA funds for flood proofing program					Grant	Edmonds			Develop flood proofing program to prevent structure flooding	Privately initiated flood proofing program with possible City assistance	Developing an effective flood proofing program	
	B <sup>2</sup>	Install new weir gate						Mounlake Terrace			Restore weir to 1995 maintenance status	M/LT maintenance issue	Meet existing maintenance requirements	
	B1	Lower - install new weir foundation and dredge creek channel to lake						Grant	Mounlake Terrace, Edmonds			Keep lake level below 279.3	Would require reevaluation of the Superior Court Order regarding lake level	Would reduce by 55% the length of time that the lake would be above 279.3
	B1	Lower - install new weir foundation and dredge creek channel to lake						Grant	Mounlake Terrace, Edmonds			Keep lake level below 277.4	Would require reevaluation of the Superior Court Order regarding lake level	Would reduce by 74% the length of time the lake would be above 277.4
	B2	Lower weir structure by 3.25 feet - install new weir foundation and dredge creek channel to L5						Grant	Mounlake Terrace, Edmonds			Keep lake level below 278.3	Would require reevaluation of the Superior Court Order regarding lake level	Would reduce by 95% the length of time the lake would be above 278.3
B2	Lower weir structure by 3.25 feet - install new weir foundation and dredge creek channel to L5						Grant	Mounlake Terrace, Edmonds			Keep lake level below 277.4	Would require reevaluation of the Superior Court Order regarding lake level	Would reduce by 99% the length of time the lake would be above 277.4	
<b>Phase II</b>														
C	Install detention or infiltration system upstream of Lake Ballinger						Grant, appropriations, city CIP funds	Mounlake Terrace			Large site footprint of 2.7 acres - cost of land acquisition not included	Long term - 20 year plan	Eliminate 100 year flooding events, meet Lake Ballinger TMDL limits and improve on local, temperature and chemical issues in McAleer Creek	
D	Retrofit existing city parcels and right of way with Low Impact Development BMPs						Grant, appropriations, city CIP funds	Each city in upper basin			Reduce flooding and improve water quality	Long term - 20 year plan	Eliminate 100 year flooding events, meet Lake Ballinger TMDL limits and improve on local, temperature and chemical issues in McAleer Creek	

<sup>1</sup>Service levels are listed in Section 3 of this Strategic Action Plan, page 15 - 20  
<sup>2</sup>Weir gate replacement is contingent on decisions made about the ultimate level of the lake  
 \* Future governance agreement will incorporate and identify potential funding sources  
 \* A member agency representing the interests of the Lake Ballinger/McAleer Creek Forum

# **Exhibit D**

## **Operating Fund Allocations**

<b>Table 1</b>			
<b>Service Provider Operating Fund Allocation 2012-2013</b>			
<b>Allocation shall be equal percentage for each (current) Member Jurisdiction</b>			
<b>Jurisdiction</b>	<b>% of Total</b>	<b>% of Total</b>	<b>% of Total</b>
	<b>Original members</b>	<b>4 potential members</b>	<b>3 potential members</b>
<b>Edmonds</b>	<b>16.67%</b>	<b>25.00%</b>	<b>33.33%</b>
<b>Shnohomish County</b>	<b>16.67%</b>	<b>25.00%</b>	
<b>Lake Forest Park</b>	<b>16.67%</b>	<b>25.00%</b>	<b>33.33%</b>
<b>Mountlake Terrace</b>	<b>16.67%</b>	<b>25.00%</b>	<b>33.33%</b>
<b>Lynnwood</b>	<b>16.67%</b>		
<b>Shoreline</b>	<b>16.67%</b>		

# **Exhibit E**

## **Service Provider Operating Fund Allocations**

## Administrative Support Service Provider Needs Listing

The Forum wishes to retain the City of Mountlake Terrace as the Administrative Support Service Provider. The Forum has suggested quarterly meetings at a minimum for the current agreement period with other meetings held as needed. The Service Provider needs listing allows for four quarterly meetings and up to four additional meetings per year.

<b>Duties</b>	<b>Hours/Quarter Year</b>	
1. Attend and take notes at monthly Forum Meeting	5	20
2. Arrange for room reservations, provide materials for meetings	5	20
3. Compile and produce minutes from the Forum meetings	10	40
4. Generate draft agenda for the Forum Meeting - coordinate with the chair and co-chair on meeting agenda	3	12
5. Coordinate e-mail contacts through the Forum distribution list	1	4
6. Assists with cities web site maintenance	6	24
7. Maintains documents record for Forum activities	6	24
8. Prepares News Releases on Forum updates	4	16
<b>Total</b>	<b>40</b>	<b>160</b>

Additional Duties may be added as needs develop

### Provider Support through the City of Mountlake Terrace

Administrative Support for 2012           \$4,800

Administrative Support for 2013           \$4,800

This listing assumes services are provided at \$30.00 per hour and that 40 hours a quarter are allocated for a total of 160 hours for each of the 2012 and 2013 calendar years. Each Member Jurisdiction cost percentage of the Administrator Support Provider is listed in Exhibit D Table 1.

## **Federal Government Relations Service Provider Needs Listing**

The Member Jurisdictions wish to retain and employ a Federal Government Relations Service Provider, Johnston Group, for the term of the agreement period (January 1, 2012 to December 31, 2013) to provide federal government relation services for the Forum in order to increase its visibility with its congressional delegation and compete for federal funding. The Johnston Group scope of services is attached at the end of this exhibit.

The total cost for each year of the agreement shall not exceed the amounts listed for 2012 and 2013 below.

### **Government Relations Support through the Johnston Group:**

**For 2012                      \$30,000**

**For 2013                      \$30,000**

The Member Jurisdictions cost percentage of the Federal Government Service Provider is listed in Exhibit D Table 1.

# **Scope of Services for The Johnston Group**

## **Scope of Services**

Although a refined set of activities will be conducted as the work opportunities develop, below is a brief description of the major activities that would likely be part of the Johnston Group's scope of services for the Lake Ballinger/McAleer Creek Watershed Forum based on our work over the past year and our knowledge of the policy environment in 2012.

## **Prepare and Support Federal Water Resources Development Act (WRDA) Reauthorization Requests**

- Continue to lobby for the Forum funding in the Senate version of the WRDA bill, with committee consideration expected to begin in December 2011 and continue into the first half of 2012.
- Determine legislative tactics Congress may utilize to enact WRDA bills and implement a strategy to preserve funds targeted for the Lake Ballinger/McAleer Creek Watershed Forum.
- Contact key congressional staff to obtain support for the Forum's federal funding requests and respond to any questions or concerns as appropriate.
- Assist congressional staff in the preparation of letters of request to relevant House and Senate oversight, authorization and appropriations committees and subcommittees.
- Monitor the budget and authorization process throughout the year with regular legislative updates provided to the Forum.
- Track the House of Representatives progress on WRDA reauthorization and lobby for Forum inclusion in House bills.
- Lobby the House of Representatives in support of a WRDA bill and the Forum funding.
- Ensure that Forum information and requests are coordinated between all delegation offices.

## **Develop Federal Funding Agenda for the Lake Ballinger/McAleer Creek Watershed Forum**

- Work with the Lake Ballinger/McAleer Creek Watershed Forum to identify funding needs and obtain detailed information about priority projects that could apply to federal legislative funding streams.
- Review Forum planning documents and budget to ascertain the full range of Forum initiatives and determine which Forum projects are eligible for support through the existing federal funding programs.
- Advise the Lake Ballinger/McAleer Creek Watershed Forum about which projects ought to be prioritized for federal grants, directed federal spending via appropriations and authorization bills.

## **Prepare and Support the Lake Ballinger/McAleer Creek Watershed Forum Federal Appropriations Requests**

Even though Congress is not expected to support earmark funding in 2012, a new Congress in 2013 may not hold itself to the same prohibition. If so, the Johnston Group will conduct the following activities under this scope of work:

- Advise the Forum about the creation of collateral materials for federal funding requests.
- Work with the Forum to identify potential supporters for project requests and secure letters of endorsement.
- Coordinate formal submission of appropriations requests and ensure compliance with all deadlines.
- Determine legislative tactics Congress may utilize to enact federal appropriations bills and implement a strategy to preserve funds targeted for the Lake Ballinger Watershed Forum.
- Contact key congressional staff to obtain support for the Forum's federal funding requests and respond to any questions or concerns as appropriate.
- Assist congressional staff in the preparation of letters of request to relevant House and Senate oversight, authorization and appropriations committees and subcommittees.
- Monitor the budget and appropriations process throughout the year with regular legislative updates provided to the Forum.

#### **D.C. Lobbying Meetings**

- Schedule meetings in Washington, D.C. with Lake Ballinger/McAleeer Creek Watershed Forum representatives and Congressmen Inslee, Congressman McDermott and Senators Murray and Cantwell. We also may schedule meetings with Congressman Dicks and his staff given his position as the ranking member of the House Appropriations Committee.
- Include the D.C.-based liaison for Washington Governor Christine Gregoire as a part of our D.C. meetings and outreach strategy if appropriate to do so.
- Identify and prepare key congressional staff for funding requests and meetings with Forum representatives and elected officials.
- Attend and facilitate meetings in Washington, D.C.
- Prepare Lake Ballinger/McAleeer Creek Watershed Forum officials for congressional meetings.
- Follow up to all meetings as appropriate.
- Ensure that district and D.C. based key staff in each delegation office are aligned in support of Forum's goals.
- Maintain regular communication with key legislative staff and elected officials throughout the year in support of the Forum's funding and policy agenda.
- This proposal includes two distinct trips to Washington, D.C. for the Lake Ballinger/McAleeer Creek Watershed Forum, one in 2012 and one in 2013. Other visits with Congressional offices on behalf of the Forum will be conducted by the Johnston Group at any time to further the Forum's objectives.

#### **Involvement of Lake Ballinger/McAleeer Creek Watershed Forum Member Staff and Elected Officials**

- Issue monthly activity reports to Forum representatives detailing specific actions taken

on the Forum's behalf.

- Engage the Forum's elected officials and staff as necessary to contact Members of Congress and their staff as appropriate in support of the funding requests.
- Counsel the Forum about locally-based lobbying activities to further the Forum's legislative and federal funding priorities, potentially including meeting in North King County / South Snohomish County with members of the federal delegation, participation in congressional sponsored events in Washington State and the continued involvement of district based congressional staff in Forum meetings.
- Draft correspondence as appropriate for the Forum to send to Congress on policy issues and other legislative concerns.
- Work to include Forum elected leadership in delegation based policy discussions as they develop and as appropriate.

### **Delegation Engagement with the Lake Ballinger/McAleer Creek Watershed Forum**

- Solicit support from each Member of Congress that we are seeking support from (i.e., Congressman Jay Inslee, Congressman Jim McDermott, Senator Patty Murray and Senator Maria Cantwell) for our funding requests.
- Maintain year-long direct engagement with targeted Members of Congress and their staff.
- Prioritize a visit to the Watershed by district congressional staff to get a firsthand look at the Forum's projects and have an in-depth discussion about the Forum's project needs.

### **Grant Funding Strategy**

- Solicit support from Governor Christine Gregoire, Congressman Jay Inslee, Congressman Jim McDermott, Senator Patty Murray and Senator Maria Cantwell for the relevant Forum grant applications.