

**Agreement**  
**Between King County and the City of Redmond**  
**for Services Related to the Redmond Paired Basin Retrofit Effectiveness Monitoring**  
**Phase I**

This Agreement ("Agreement") is made and entered into by King County, Washington, as represented by its Department of Natural Resources and Parks, Water and Land Resources Division, hereinafter referred to as "WLRD" and the City of Redmond, hereinafter referred to as "City," or "Redmond," collectively referred to as the "Parties," in order for WLRD to provide services to support the City in conducting the Redmond Paired Basin Retrofit Effectiveness Monitoring Project Phase I ("Project").

The Parties mutually agree as follows:

**I. Purpose**

The purpose of this Agreement is to provide a mechanism whereby WLRD will provide services to the City to support its work on the Project, as described in Exhibit One, attached to this Agreement and incorporated herein and made a part hereof.

**II. Management of Technical Services Provision**

- A. The provision of services under this Agreement will be managed for King County by Jenée Colton, or other staff as designated by King County, and for Redmond by Andy Rheume, or other staff as may be designated by Redmond ("Project Administrators").
- B. In the event that a dispute arises under this Agreement, it shall be resolved by the Project Administrators. If the dispute cannot be resolved by the Project Administrators, it shall be referred for resolution to the Division Director of King County WLRD and the Redmond Public Works Director. This dispute resolution provision shall not be construed as prohibiting either Party from seeking enforcement of the terms of this Agreement, or relief or remedy from a breach of the terms of this Agreement, in law or in equity.

### **III. Responsibilities**

- A. WLRD will provide services as described in Exhibit One.
- B. Redmond will provide funding to cover WLRD's costs to provide services.
- C. The Parties represent that funding necessary for activities under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, each of the Parties' obligations are contingent upon the appropriation of sufficient funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made for either Party, this Agreement will terminate at the close of the appropriation year for which the last appropriation that funds these activities was made.

### **IV. Costs and Billing**

- A. Redmond will pay WLRD's actual costs to provide services. As documented on Exhibit One, service costs are estimated at \$20,373 and will not exceed this amount unless agreed to in writing by the Parties.
- B. WLRD will invoice Redmond for services on an annual basis. The invoice shall be accompanied by a summary of activities conducted under this Agreement and associated costs.
- C. Payment to WLRD will be made by Redmond within forty-five (45) days of receipt of invoices.

### **V. Duration, Termination, and Amendment**

- A. This Agreement shall become effective upon its signature, and will expire on December 30, 2015 unless terminated sooner or extended as provided herein.
- B. This Agreement may be terminated by either Party upon 30 days written notice
- C. This Agreement may be amended only by written agreement of the Parties.
- D. This Agreement is not assignable by either Party, either in whole or in part.
- E. This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a

waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties which shall be attached to the original Agreement.

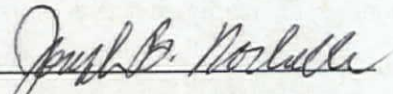
**VI. Indemnification and Hold Harmless**

King County shall protect, defend, indemnify, and save harmless Redmond, its officers, officials, and employees, while acting within the scope of their employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from King County's own negligent acts or omissions, or the negligent acts or omissions of King County's officials, officers, or employees in connection with activities conducted under this Agreement. Redmond shall protect, defend, indemnify, and save harmless King County, its officers, officials, and employees, while acting within the scope of their employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from Redmond's own negligent acts or omissions, or the negligent acts or omissions of Redmond's officials, officers or employees in connection with activities conducted under this Agreement. Each Party agrees that its obligations under this Article VI. extend to any claim,


demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorney's fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The indemnification provided for in this Article VI shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the \_\_\_\_\_ day of Dec. 1, 2014.


Approved as to Form

By:   
Title: Deputy Prosecuting Attorney

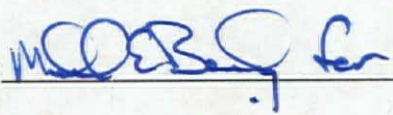
**King County:**

By:   
Title: Water and Land Resources Division Director

Approved as to Form

By:   
Title: City Attorney

**City of Redmond:**

By:   
Title: City of Redmond Mayor

## **Scope of Work**

### **Paired Basin Retrofit Effectiveness Monitoring Study – Phase I**

#### Background/Description

The Washington Department of Ecology intends to execute with the City of Redmond an agreement to conduct a Regional Stormwater Monitoring Program (RSMP) stormwater effectiveness monitoring project, which will be split into a Phase I and Phase II and entitled “Paired Basin Retrofit Effectiveness Monitoring Study” (“Project”). This scope of work addresses King County’s participation in Phase I. The Project is designed to monitor changes in receiving waters before and after programmatic actions and construction of stormwater retrofit projects at sites in Redmond and King County (including Evans Creek 108). Phase I includes planning and study design and culminates in a Quality Assurance Project Plan (QAPP).

Under the attached interagency agreement (IAA) and this scope of work, Water and Land Resources (WLR) will provide to Redmond services to support completion and technical review of the Project, per the tasks as outlined below. Project Phase I and tasks to be performed by King County are targeted for completion by August 31, 2015.

#### Tasks

##### Task 1: Project Management

The Agreement Administrator (Colton) will act as project manager for services to be provided pursuant to the IAA. Task 1 includes coordination of King County staff, budget management, progress reports (end-of-year 2014 and end-of-Project) and participation in Project Team meetings for planning purposes. This task also includes invoicing the City of Redmond for reimbursement of expenses incurred to provide services.

##### Deliverables:

End of 2014 (detailing any potential issues with schedule and budget) and end of project progress reports

Invoices with detail showing total budget by task, reimbursement amount requested by task, and amount remaining after reimbursement by task.

Timeline: duration of services

Task 2: Technical Review/Input

Three WLR technical staff members (Burkey, Lucchetti, and Macneale) will participate in the Project Steering Committee and attend Committee meetings as they are available; provide expert feedback regarding study objectives and design; review sections of the draft QAPP relevant to their expertise and attend one Project site visit. In addition, a WLR Stormwater Services staff member (Miller) will attend a site visit to the Evans Creek 108 site to share site-specific information relevant to study design (e.g., hydrology). The Agreement Administrator and the project manager for the Evans Creek 108 retrofit will review the draft QAPP.

Deliverables:

Emails and written comments on proposed QAPP study design.

Timeline:

Deliverable 1: nine months after execution of IAA or as determined by Agreement

Administrators

Task 3: Continuous Flow Measurement Sections of QAPP

A King County gaging specialist (Funke) will work with the Steering Committee and Project Team to design a plan for continuous flow measurement at all Project sites over the course of the Project. The gaging specialist will conduct field reconnaissance as needed for flow measurement design, draft sections of the QAPP relevant to continuous flow measurement, and develop Standard Operating Procedures (SOP) and Quality Control procedures as needed. Existing SOPs will be used when available. Comments received from the Steering Committee will be incorporated into a Final Draft QAPP for these sections.

Deliverables:

draft sections of QAPP on flow measurement for first draft QAPP,  
revised sections of QAPP on flow measurement for Final Draft QAPP

Timeframe

Deliverable 1: six months after execution of IAA or as determined by Agreement

Administrators

Deliverable 2: nine months after execution of IAA or as determined by Agreement Administrators

**King County Budget by Task**

Task	Cost Estimate
1. Project Management	\$3,039
2. Steering Committee Participation	\$9,310
3. Flow Measurement Sections of QAPP	\$8,024
<b>Total</b>	<b>\$20,373</b>

### King County Budget by Hours

		Burkey	Colton	Funke	Jonson	Lucchetti	Macneale	Miller	Subtotals
<b>2014</b>	<b>Task</b>	\$85.66	\$91.97	\$96.44	\$110.32	\$108.31	\$77.71	\$85.66	
Project management	Task 1		2						
Team meetings (including with committee)	Task 1		4						
Committee meetings	Task 2	4				4	4		
Site visits	Task 2	3	3			3	3	3	
<i>2014 Subtotal</i>		7	9	0	0	7	7	3	\$2,986.47
<b>2015</b>		\$89.08	\$95.65	\$100.30	\$114.73	\$112.64	\$80.82	\$89.08	
Project management	Task 1		6						
Team meetings (including with committee)	Task 1		20						
Committee meetings	Task 2	16				16	16		
QAPP Review Draft and Final	Task 2	4	8		4	4	4	0	
Flow Sections of QAPP	Task 3			80					
<i>2015 Subtotal</i>		20	34	80	4	20	20	0	\$17,385.75
<b>TOTALS</b>		<b>27</b>	<b>43</b>	<b>76</b>	<b>4</b>	<b>27</b>	<b>27</b>	<b>3</b>	<b>\$20,372.22</b>