

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

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 III ("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 the City's work on the Project, as described in Exhibit One, attached to this Agreement and incorporated herein and made a part hereof, and the City will pay for such services.

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 for the years 2018 and 2019. To the extent that such service provision requires future appropriations beyond appropriation authority for the years 2018 and 2019, 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 provided for in Exhibit One, service costs are estimated at \$125,896.66 and will not exceed this amount unless agreed to by the Parties as an amendment to this Agreement.
- 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 by both Parties, and will expire on June 31, 2020 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 arising under the terms of 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 arising under the terms of 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 19th
day of December, 2018.

Approved as to Form

By: Amy Eiden
Title: Deputy Prosecuting Attorney

King County:

By: John Bell
Title: Water and Land Resources Division Director

Approved as to Form

By: [Signature]
Title: City Attorney

City of Redmond:

By: [Signature]
Title: City of Redmond Mayor

Scope of Work
Paired Basin Retrofit Effectiveness Monitoring Study – Phase III

Background/Description

In 2015, the Washington Department of Ecology awarded to City of Redmond a Regional Stormwater Monitoring Program (RSMP) stormwater effectiveness grant for Phase III of the Redmond Paired Basin Study (“Project”). This study is designed to monitor changes in receiving waters before and after construction of stormwater retrofit projects, stream restoration projects, and targeted stormwater program application within watersheds in Redmond and King County (including Evans Creek 108). Phase III includes study flow monitoring through December 31, 2019 with all tasks to be completed by January 31, 2020.

Under the attached interagency agreement (IAA) and this scope of work, King County Water and Land Resources Division (“WLRD”) will provide to Redmond services to support completion of the Project, per the tasks as outlined below. The completion target date for the Project and tasks to be performed by WLRD is **January 31, 2020**.

Overview of Tasks

WLRD will provide continuous gaging services for flow, conductivity, and temperature in seven watersheds for the duration of the Project. WLRD will participate in meetings as needed for troubleshooting and Project Team coordination and administer the Project in accordance with this Scope of Work.

Task 1: Monitoring and Maintenance

WLRD gaging specialists (Funke, Grant, Smith or Miller) will maintain and replace flow and water quality monitoring equipment and maintain equipment to ensure proper operation. Monitoring data will be telemetered where cell phone coverage is available and the installation feasible. Telemetered data will be automatically processed and available for download on King County’s Hydrological Information Center (HIC) website, a public website. Non-telemetered data will be processed within seven days after download, and then will be available for download on the HIC website. WLRD will prepare an electronic data file annually of all project data for the City of Redmond upon request.

Deliverables:

1. Posting of telemetered data on HIC (continual)
2. Posting of non-telemetered data on HIC will occur every 5 weeks
3. Electronic data file of monitoring data provided annually by January 31st for the prior calendar year.

Timeline

From November 20, 2018 through December 31, 2019

Task 2: Data Quality Assurance

WLRD gaging specialist (Funke) will regularly review flow and water quality monitoring data for quality assurance (QA) purposes and conduct an annual QA review of monitoring data. Regular review of telemetered data will include a daily (work week) check that the station is transmitting reasonable data. After each site visit, the result of the discharge measurement will be plotted and the rating curve verified. Observations of water level and water quality will be compared to the recorded values. Annual QA review includes: an examination of the continuous record for completeness; charting average, maximum and minimum daily values; comparison with a nearby station; review of discharge measurements, review of rating curve and data workup.

Deliverables:

1. Annual QA reports will be provided as follows:
 - Water year 2019 (10/1/2018 – 9/30/2019) by 12/31/2019

Timeline

From November 20, 2018 through December 31, 2019

Task 3: Meetings

The WLRD gaging specialist (Funke) and Agreement Administrator (Colton) will attend up to three meetings a year for troubleshooting and/or project status reports. Meetings will be up to two hours in length.

Deliverables:

1. Meeting participation

Timeline: Duration of services

Task 4: Project Management

The Agreement Administrator (Colton) will act as Project manager for services to be provided pursuant to this Scope of Work. Task 4 includes coordination of WLRD and other King County staff, budget management, progress reports (annual end-of-year 2018-2019 and end-of-Project 2020) and participation in Project Team meetings for troubleshooting and status check purposes.

Deliverables:

1. Annual progress reports for prior calendar year will be provided by January 31st (end-of-year 2018, end-of-year 2019, end-of-project).

Timeline: Duration of Project

King County Budget by Task

Task 1 - Monitoring and Maintenance	\$65,255.92
Task 1 – Supplies	\$45,000.00
Task 2 - Data QA	\$12,777.46
Task 3– Meetings	\$1,336.16
Task 4 - Project Administration	\$1,527.12
TOTAL	\$125,896.66

King County Budget by Hours

		Colton	Funke	Subtotals
2018	Task	\$106.40	\$106.28	
Monitoring and Maintenance	Task 1	0	200	\$21,256.00
Supplies	Task 1	NA	NA	\$15,000.00
Data Quality Assurance	Task 2	0	16	\$1,700.48
Meetings	Task 3	0	0	\$0.00
Project Management	Task 4	6	0	\$638.41
<i>2018 Subtotal</i>		6	216	\$38,594.89
2019	Task	\$110.12	\$110.00	
Monitoring and Maintenance	Task 1	0	400	\$43,999.92
Supplies	Task 1	NA	NA	\$30,000.00
Data Quality Assurance	Task 2	0	80	\$8,799.98
Meetings	Task 3	4	4	\$880.50
Project Management	Task 4	6	0	\$660.75
<i>2019 Subtotal</i>		10	484	\$84,341.15
2020		\$113.98	\$113.85	
Monitoring and Maintenance	Task 1	0	0	\$0.00
Supplies	Task 1	NA	NA	\$0.00
Data Quality Assurance	Task 2	0	20	\$2,277.00
Meetings	Task 3	2	2	\$455.66
Project Management	Task 4	2	0	\$227.96
<i>2020 Subtotal</i>		4	22	\$2,960.62
TOTALS				\$125,896.66

CITY CONTRACT ROUTING & APPROVAL

Instructions on Back

Project Title: Agreement for Services - Paired Basin Retrofit, Ph III

Project No: 405.21105.00510.53152

Type of Service: Agreement

Provider of Service: King County

Source of Funding: Stormwater

Original Contract/Agreement Amount: \$125,896.66 Estimated Start Date: ASAP

Current Contract/Agreement Amount (includes previous supplements, if any): n/a

Proposed Increase: _____ Council Approval Date: Nov 20, 2018

New Contract Total: _____ Estimated Completion Date: June 30, 2020

Project Administrator: Andy Rheume Ext: 2741

Return contract to: Tess Sturtevant Mailstop: 2NPW Ext: 2873

Supervisor/Manager Signature [Signature] Date 12/10/18

Department Head/Designee Signature [Signature] Date 12/14/18

Remarks:

ROUTING PROCESS: (2 copies)

To: City Clerk (for routing and signatures) _____ Date 12/17/18

Risk Manager _____ Date 12/17/18

(Signature or initials)

City Attorney _____ Date 12/18/18

(Signature or initials)

Mayor _____ Date 12/19/18

(Signature or initials)

City Clerk _____ Date 12/19/18

(Signature or initials)

Note: Please return the fully executed routing sheet, contracts and agreements to the Originating Division for distribution except for one original retained by the City Clerk.

FINANCE USE ONLY: Dynamics (PA) Number _____ City Contract Number 8923

Contract Routing & Approval Form – Instructions for Public Works Department

1. Start with three (3) original copies of the Construction Contract or Consultant Agreement. All documents must be signed by the construction company or consultant firm before routing for City signatures.
2. Originating Department: Complete this form through the “Remarks” section, including Division Head (or designee) signature. Incomplete forms will be returned to the originating division.
 - Type of Service: Typically “Construction Services” or “Consultant Services”
 - Provider of Service: Name of Contractor or Consultant
 - Source of Funding: Funding source or sources (e.g., Transportation CIP)
 - Original Contract/Agreement Amount: Total dollar amount (including all applicable taxes) of original Contract/Agreement
 - Estimated Start Date: Contract/Agreement start date
 - Current Contract/Agreement Amount: Total of Original Contract Amount, plus increases from all previous supplements. If this is the original contract, enter the same number as above.
 - Proposed Increase: For current supplement only. If this is the original contract, enter N/A.
 - New Contract Total: Current Contract/Agreement Amount from above plus Proposed Increase.
 - Council Approval Date: If applicable, otherwise N/A. Date needed if:
 - Consultant agreement/addendum exceeds \$25,000 for one year
 - Construction contract exceeds \$30,000 for single craft or \$50,000 for multiple crafts
 - Estimated Completion Date: For consultant agreements, this is the contract expiration date. For construction contracts, add one year to the estimated construction completion date.
 - Project Administrator: Enter Project Manager.
 - Remarks section:
 - Include any pertinent notes
 - For supplements, include the original contract number and any previous supplement numbers.
 - For supplements, also indicate the percentage increase or decrease
3. Flag all contract signature pages.
4. Securely fasten any explanatory memorandums or material in the front of the document.
5. Each Construction Contract copy must have an insurance certificate and performance bond (as required) securely fastened to the contract unless other arrangements have been made with the Risk Manager.
6. With this form on top, give all three copies to the Division Head/Supervisor for review and signature. Then deliver to Department Head for approval. Once approved, the contract/agreement goes to the City Clerk’s office for routing to the Risk Manager, City Attorney, and Mayor for approval. Once all approvals have been obtained, the City Clerk will assign a contract number and contact the person listed in the “Return contract to” field.
7. Standard turnaround time for contract routing is ten (10) days. Every effort will be made to expedite routing if the contract routing form is marked as “Urgent” in the “Remarks” section.
8. Distribution of fully executed contracts and agreements is as follows:
 - One (1) filed with City Clerk
 - One (1) to contractor or consultant
 - One (1) retained by department

Construction Contracts: Scan completed Contract Routing Form and fully executed signature pages and replace blank pages in electronic file on server. Notify Capital and Grant Analyst that contract has been fully executed and provide link to file.

Consultant Agreements: Provide a copy of the routing form and agreement to the Department Administrative Coordinator.