

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

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 IV ("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 Jessica Atkinson, 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 2020-2021. To the extent that such service provision requires future appropriations beyond appropriation authority for the years 2020-2021, 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 **\$153,164.85** 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 a semi-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 March 31, 2022 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

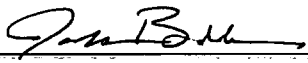
King County shall protect, defend, indemnify, and save harmless Redmond, its officers, officials, and employees, while acting within the scope of their employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from King County's own negligent 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, 2019.

Approved as to Form

King County:

By: _____

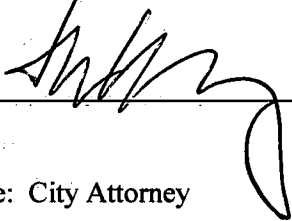
By: 

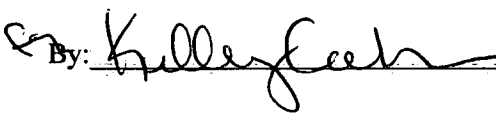
Title: Deputy Prosecuting Attorney

Title: Water and Land Resources Division Director

Approved as to Form

City of Redmond:

By: 

By: 

Title: City Attorney

Title: City of Redmond Mayor

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

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 I 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). Phases II and III have been completed to continue monitoring through January, 2020. King County conducts flow and limited water quality monitoring for this project and expert support for data analysis. Phase IV will include these services through December 31, 2021.

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 **December 31, 2021**.

Overview of Tasks

WLRD will provide continuous gaging services for flow and water quality 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. Equipment required for maintenance and replacement includes but is not limited to batteries, solar panels, data logger hardware, temperature probes and data transfer services. 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 January 1, 2020 through December 31, 2021

Task 2: Data Quality Assurance

WLRD gaging specialist 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 2020 (10/1/2019 – 9/30/2020) by 1/31/2021
 - Water year 2021 (10/1/2020 – 9/30/2021) by 12/31/2021

Timeline

From January 1, 2020 through December 31, 2021

Task 3: TAC input

The WLRD gaging specialist and Agreement Administrator (Colton) will attend up to three meetings a year for troubleshooting and/or project status reports. Jeff Burkey and Kate Macneale will attend two meetings per year on analytical strategy in 2020 and 2021. Meetings will be up to two hours in length. All four staff will also review the annual (2019, 2020) project data reports, and the 2016-2019 Trend Analysis Report by Herrera.

Deliverables:

1. Meeting participation
2. Review comments

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 2020 and 2021) 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 2020 and end-of-year 2021)

Timeline: Duration of Project

King County Budget by Task

| | |
|--|---------------------|
| Task 1 - Monitoring and Maintenance | \$129,860.02 |
| Task 2 - Data QA | \$15,738.05 |
| Task 3 - TAC input | \$5,770.15 |
| Task 4 - Project Administration | \$1,796.63 |
| | |
| TOTAL | \$153,164.85 |

King County Budget by Hours

| | | Colton | Macneale | Burkey | Funke | Subtotals |
|-------------------------------|-------------|-----------------|-----------------|-----------------|-----------------|---------------------|
| 2020 (starting Jan. 1) | Task | \$110.63 | \$110.52 | \$107.94 | \$110.52 | |
| Monitoring and Maintenance | Task 1 | 0 | 0 | 0 | 450 | \$49,734.00 |
| Supplies | Task 1 | NA | NA | NA | NA | \$14,100.00 |
| Data Quality Assurance | Task 2 | 0 | 0 | 0 | 60 | \$6,631.20 |
| TAC Input | Task 3 | 8 | 8 | 8 | 12 | \$3,958.96 |
| Project Management | Task 4 | 8 | 0 | 0 | 0 | \$885.04 |
| <i>2020 Subtotal</i> | | 16 | 8 | 8 | 522 | \$75,309.20 |
| 2021 | Task | \$113.95 | \$113.84 | \$111.18 | \$113.84 | |
| Monitoring and Maintenance | Task 1 | 0 | 0 | 0 | 450 | \$51,226.02 |
| Supplies | Task 1 | NA | NA | NA | NA | \$14,800.00 |
| Data Quality Assurance | Task 2 | 0 | 0 | 0 | 80 | \$9,106.85 |
| TAC Input | Task 3 | 4 | 4 | 4 | 4 | \$1,811.19 |
| Project Management | Task 4 | 8 | 0 | 0 | 0 | \$911.59 |
| <i>2021 Subtotal</i> | | 12 | 4 | 4 | 534 | \$77,855.65 |
| TOTALS | | 28 | 12 | 12 | 1056 | \$153,164.85 |

City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Paired Watershed Study Phase IV

Type of Service: Interagency Agreement with King County for monitoring services related to the Paired Watershed Study

Supplier/Contractor Name: King County DNRP Water and Land Resources Division

Contract/Agreement Amount, Original: \$376,576.66 Amended Amount: \$529,741.51

Council Approval Date: 11/19/19 Nature of Funding: WA Department of Ecology - 100%

Project Administrator: Jessica Atkason MailStop: 2NPW Phone: 425-556-2874

Anticipated Agreement Start Date: 1/1/2020 Estimated Completion Date: 3/31/2022

Does this contract contain the purchase of technology related items/services? YES NO
If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? YES NO
If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Department Head/ Designee Signature: ARB [Signature] Date: 11/25/19

Comments:

This is an Interagency agreement for King County to provide services to implement to Redmond Paired Watershed Study.

Account Numbers/
Distribution 405.21105.00510.53152

Phase I = CE#7714
Phase II = CC#8001
Phase II, Amnd. 1 = CE#8001-1
Phase III = 8923

NIGP/Commodity Code: 90700

ROUTING PROCESS: (2 copies)

To: ^{for} City Clerk _____ DK Date 12/3/19
(for routing and tracking)

^{Rm} Risk Manager _____ KC Date 12/15/19
(Signature or initials)

City Attorney _____ [Signature] Date 12/15/19
(Signature or initials)

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)

Mayor _____ KC Date 12/4/19
(Signature or initials)

^{CC} City Clerk _____ [Signature] Date 12/6/19
(Signature or initials)

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

Finance use ONLY Supplier Id: _____ Date Received: _____ Agreement #: 8923-1