

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 Atlakson, 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-September 2022. To the extent that such service provision requires future appropriations beyond appropriation authority for the years 2020-September 2022, 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 **\$213,413.00** 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, 2023 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 _____
day of _____, 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 September 30, 2022.

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 **September 30, 2022**.

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 September 30, 2022

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 1/31/2022

Timeline

From January 1, 2020 through September 30, 2022

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, 2021, and 2022. Meetings will be up to two hours in length. All four staff will also review the annual (2019, 2020, 2021) project data reports, the 2016-2019 Trend Analysis Report and the 2016-2021 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 end-of-Project 2022) 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, end-of-year 2021, end of project)

Timeline: Duration of Project

King County Budget by Task

Task 1 - Monitoring and Maintenance	\$177,465.12
Task 2 - Data QA	\$23,242.09
Task 3 - TAC input	\$9,970.21
Task 4 - Project Administration	\$2,735.57
TOTAL	\$213,413.00

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
2022 (thru Sept. 30)		\$117.37	\$117.25	\$114.51	\$117.25	
Monitoring and Maintenance	Task 1	0	0	0	337.5	\$39,572.10
Supplies	Task 1	NA	NA	NA	NA	\$8,033.00
Data Quality Assurance	Task 2	0	0	0	80	\$7,504.04
TAC Input	Task 3	8	8	8	12	\$4,200.06
Project Management	Task 4	8	0	0	0	\$938.94
<i>2022 Subtotal</i>		16	8	8	413	\$60,248.15
TOTALS		44	20	20	1470	\$213,413.00