

City of Burien, Washington Contract Routing Sheet

Name of Contracting Party: King County WLRD

Project Name/Description: Miller/Walker Creek Basin Stewardship Technical Services Agreement -2012

Contract Amount: \$58,540
(Include Contractor's Proposal Amount and Sales Tax)

Type of Contract:

<input type="checkbox"/> Architectural/Engineering <input type="checkbox"/> From Engineering Roster <input type="checkbox"/> Advertised Bidding Done <input checked="" type="checkbox"/> Professional Services (Non-Engineering) <input type="checkbox"/> 3 Bids received <input checked="" type="checkbox"/> Direct Negotiation	<input type="checkbox"/> Construction <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$20,000/\$35,000) <input type="checkbox"/> From Small Works Roster (\$20,000/35,000 to \$100,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$100,000) <input type="checkbox"/> Other: _____	<input type="checkbox"/> Human Services/Arts & Culture/City Match <input type="checkbox"/> Other: _____ <input type="checkbox"/> Contract Amendment to Contract No. _____
--	---	---

(Please attach a list of all bids received)

Is this contract authorized in the current year's budget? Yes No

If budgeted, list Fund/Dept.: DA 50 531. 10 41. 414

Page # in Budget: 3-11 Budget line item amount: 60,000

If not budgeted, Fund/Dept where should be budgeted? _____

Is a budget amendment needed? Yes No Amount? \$ _____

Date of Council Approval:

(Please attach a copy of the agenda bill and backup.)

REVIEWED BY:

Contract Manager: _____	Date: _____
Department Director: <u>Mary Andrews</u>	Date: <u>12-30-11</u>
Management Analyst: <u>A Fleming</u>	Date: <u>1-6-12</u>
Fin. & Admin. Svcs. Director: <u>U Urause</u>	Date: <u>11/6/11</u>

<p style="text-align: center;"><u>Routing Instructions:</u></p> <p><input checked="" type="checkbox"/> Send 2 originals to Contractor for their signature and then provide a copy of the fully signed contract to Val.</p> <p><input type="checkbox"/> Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____</p> <p><input type="checkbox"/> Other (Please describe) _____</p>	<p style="text-align: center;"><u>Contract File Checklist:</u></p> <p><input checked="" type="checkbox"/> Purchase Order # <u>1547</u></p> <p><input checked="" type="checkbox"/> KING COUNTY - DNA</p> <p><input checked="" type="checkbox"/> Contract Fully Signed</p> <p><input checked="" type="checkbox"/> Contract Package Complete</p>
--	--

Lori Fleming

From: Merrill, LeeAnn [Leeann.Merrill@kingcounty.gov]
Sent: Monday, February 06, 2012 3:16 PM
To: Maiya Andrews; 'drobinett@ci.seatac.wa.us'; 'dougs@ci.normandy-park.us'
Cc: Ostergaard, Elissa; Worden, Susan; Lori Fleming
Subject: signed miller/walker stewardship agreement
Attachments: miller_20120206145408.pdf

I am pleased to convey you a PDF copy of the executed Miller/Walker Creeks stewardship agreement for 2012. Because this process has been a little drawn out, I have forgotten if anyone needs a signed original. Please let me know if so.

Lee Ann Merrill

Intergovernmental Coordinator
King County Water and Land Resources
201 S. Jackson Ste. 600
Seattle, WA 98104
206.296.8010
leeann.merrill@kingcounty.gov

**Miller and Walker Creeks
Basin Stewardship 2012
Technical Services Agreement**

This Agreement is made and entered into by King County, Washington, hereinafter referred to as "King County" and the City of Burien, hereinafter referred to as "Burien," the City of Normandy Park, hereinafter referred to as "Normandy Park," the City of SeaTac, hereinafter referred to as "SeaTac," collectively referred to as the "Parties," for the provision of Basin Stewardship services by King County. Burien, Normandy Park, and SeaTac will be collectively referred to hereinafter as the "Cities."

The Parties mutually agree as follows:

I. Purpose

This Agreement between King County and the Cities states the terms under which King County, through its Water and Land Resources Division (WLRD), will provide Basin Stewardship services to the Cities in 2012. The services to be provided are described on 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 by the WRIA 9 Watershed Coordinator Doug Osterman of WLRD or other representative as designated by WLRD and by one representative to be named by each of the Cities.
- B. In the event that a dispute arises under this Agreement, it shall be referred to the Division Director of WLRD, or other representative as designated by WLRD, and a person designated by each of the Cities, as applicable to the situation, for resolution. This provision shall not be construed as prohibiting any 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. King County WLRD shall:
 - 1. provide services as described in Exhibit One;
 - 2. work with representatives of the Cities to coordinate provision of services, as described in

Exhibit One; and

3. cover a portion of the costs associated with its delivery of services on a proportional basis, as described in Exhibit One.
- B. The Cities shall:
1. work with WLRD staff to coordinate provision of services, as described in Exhibit One and as otherwise needed; and
 2. each pay their respective percentage of costs for services as described below.

IV. Costs and Billing

The estimated cost of the technical services to be provided to the Cities in 2012 is as described in Exhibit One. The Cities shall each pay a percentage of the actual costs incurred by King County in providing services, as described in Exhibit One.

The Parties agree to the following regarding billing and payment: King County will bill the Cities for their shares of service costs on a quarterly basis. Billed costs will be the actual cost of providing services. Payment to King County for submitted invoices will be made by the Cities within forty-five (45) days of receipt of invoices.

V. Effectiveness, Duration, Termination, and Amendment

- A. This Agreement is effective upon signature by both Parties and will remain in effect until March 31, 2013.
- B. Any of the Parties may end its participation in this Agreement upon 90 days written notice to the other Parties. This Agreement may be also be terminated by written agreement of the Parties. In the event of termination, payment will be made by the Parties for work performed by the County to the date of termination.
- C. This Agreement may be amended only by written agreement of the Parties. Modifications may be made to the Scope of Work in Exhibit One provided they are agreed to by the Parties in writing and within the terms and scope of Articles I through VII of this Agreement. Such modifications shall be in writing and appended to this Agreement.
- D. This Agreement is not assignable by any 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.

- F. The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, the obligations of each Party 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 any of the Parties, and the other Parties do not agree to pay for such Party's share, this Agreement will terminate at the close of the current appropriation year.

VI. Counterparts

This Agreement may be executed in counterparts.

VII. Indemnification and Hold Harmless

Each of the other Parties shall protect, defend, indemnify, and save harmless King County, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from that Party's own negligent acts or omissions in performing its obligations pursuant to this Agreement. King County shall protect, defend, indemnify, and save harmless each of the other Parties, their officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from King County's own negligent acts or omissions in performing its obligations pursuant to this Agreement. Each Party agrees that its obligations under this subparagraph 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 Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' 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 indemnifications provided for in this Section VII. shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 6th day of February, 2012.

Approved as to Form

City of Burien:

By: _____ By: _____

Title: _____ Title: _____

Approved as to Form

City of Normandy Park:

By: _____ By: Joseph Schulz

Title: _____ Title: City Manager Contract #5283

Approved as to Form

City of SeaTac:

By: _____ By: _____

Title: _____ Title: _____

Approved as to Form

King County:

By: Joseph B. Kordell By: Malcolm A.

Title: Deputy Prosecuting Attorney Title: King County Executive

responsible Party to the extent of that Party's culpability. The indemnifications provided for in this Section VII. shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 6th day of February, 2012.

Approved as to Form

City of Burien:

By: Craig D Knutson

By: Maiya Andrews

Title: City Attorney

Title: Public Works Director

Approved as to Form

City of Normandy Park:

By: _____

By: _____

Title: _____

Title: _____

Approved as to Form

City of SeaTac:

By: _____

By: _____

Title: _____

Title: _____

Approved as to Form

King County:

By: _____

By: _____

Title: Deputy Prosecuting Attorney

Title: King County Executive

responsible Party to the extent of that Party's culpability. The indemnifications provided for in this Section VII. shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 6th day of February, 2012.

Approved as to Form

City of Burien:

By: _____ By: _____

Title: _____ Title: _____

Approved as to Form

City of Normandy Park:

By: _____ By: _____

Title: City Attorney Title: City Manager

Approved as to Form

City of SeaTac:

By: [Signature] By: [Signature]

Title: Senior Asst City Attorney Title: CITY MANAGER

Approved as to Form

King County:

By: _____ By: _____

Title: Deputy Prosecuting Attorney Title: King County Executive

Technical Services Agreement Exhibit 1:
Scope of Work for 2012
Finalized November 14, 2011
Miller and Walker Creeks Basin
Stewardship and Monitoring Coordination

Scope of Work

King County will provide the following services for the period January 1, 2012, to December 31, 2012:

- **Basin Stewardship**
- **Basin Monitoring Coordination**

Basin Stewardship Activities

The goal of these activities is to:

- Improve resources and foster community investment in water resources by conducting volunteer stream/wetland improvement and stormwater quality projects
- Develop and provide education resources for students and adults
- Provide a single point of contact for citizens, community groups, and governments on issues related to and affecting the basin

Task 1: Continue and expand basin stewardship projects focused on low impact development practices, invasive plant control, and/or revegetation

Task 1a: Maintain Existing Stewardship Projects: Stewardship will continue at existing stewardship projects including:

- Miller Creek at S. 144th Way in Burien: weeding project(s)
- Walker Wetland in Burien: weeding project(s)
- Phase I test plot Miller Creek restoration at Southwest Suburban Sewer District plant: weeding(s)
- Walker Preserve in Normandy Park: ivy removal

Services provided will include:

- Monitor for invasive weeds and survival of new plants
- Organize volunteer events to weed, mulch, and in-fill plant as necessary and as volunteers are available

Task 1b: Initiate new stewardship and/or low impact development projects as opportunities arise on at least two sites. Services provided will include:

- Plan and implement at least 4 stewardship events (at least 2 per site)
- Publicize activities in local news media and city newsletters and recruit volunteers
- Handle all logistics including tools, supplies, snacks, portable toilets
- Purchase of plants and materials

Other Anticipated Tasks:

- Stream inspection with King County Noxious Weed Program staff in summer
- Inspection and removal of log/debris jams that may cause fish passage barriers as authorized by WDFW (under HPA issued in 2009)
- Promote the use of low impact development practices by homeowners and businesses
- Explore opportunities/partnerships to develop a program to recruit and/or train volunteers who would organize ongoing stream stewardship activities at particular sites

Task 2: Carry out education programs focused on the Miller/Walker Creek basin

Task 2a: Continue education programs for high school students/adult audiences. Continue partnership with Environmental Science Center to maximize consistency of messages and audiences reached. Update as necessary presentations to incorporate new developments in the basin and Puget Sound Starts Here messaging from city stormwater pollution prevention (STORM program) and Puget Sound Partnership.

Task 2b: Offer program to Highline High School, Evergreen High School, Mt. Rainier High School, and/or Waskowitz Outdoor Education Program and conduct at least 4 school presentations each year, or as needed. Provide presentations on demand to community groups and faith communities.

Task 3b: Work with Burien, Normandy Park, and/or SeaTac staff on public education and community based social marketing to reduce non-point source pollution of stormwater. This task will help fulfill the city requirements under the NPDES Phase II permit S(5)(C)(1). This work will expand or apply techniques or programs developed through the Puget Sound Starts Here messaging/education effort. It may also include promoting the use of low impact development techniques. The exact nature of this work will be determined in consultation with city staff and based on opportunities provided by other programs. Activities expected to continue in 2012 are expected to include storm drain marking.

Task 3: Develop print media and web resources to support awareness and be a citizen point of contact

Task 3a: Maintain design and content for Miller/Walker basin home page on the web.

Task 3b: Provide stream and water quality related content for other web sites and new media including city, county, and community webpages (e.g., B-Town blog).

Task 3c: Draft three articles for each city newsletter each year.

Task 4: Be a citizen point of contact and assist homeowners

Task 4a: Serve as single point of contact for citizens seeking creek information, stream stewardship (on private property) information, and volunteer opportunities. Participate in

public meetings/hearings related to the health of aquatic resources in the basin as requested by the TSA signatories.

Task 4b: Respond to up to 12 citizen requests per year for site visits to homeowners seeking assistance with drainage, low impact development, vegetation, and creek stewardship. Work will be performed in cooperation with city staff where appropriate.

Task 4c: Provide on-the-ground stewardship assistance to property owners to teach them techniques and create sense of commitment. Most likely tasks are invasive plant removal (principally English ivy) and proper tree-planting techniques. Number of contacts will vary based on property-owner interest.

Task 4d: Assist city staffs on an as-needed basis in identifying, investigating, analyzing, and property owner education associated with water quality complaints received through an Illicit Discharge Detection and Elimination program. Steward will work with city staff to determine when, where, how, and to what extent services will be provided to support NPDES Phase II permit compliance (S5(c)(3)).

Other Anticipated Tasks:

- Facilitate meetings of the Miller/Walker Creeks Project Management Team as requested
- Participate on the advisory team for the Burien Drainage Master Plan

Basin Monitoring Coordination

Per approval of the Project Management Team at its January 21, 2010 meeting, a Quality Assurance Project Plan (QAPP) was finalized in 2011 to guide future monitoring in the basin. In 2012, the steward will work with basin partners to secure funding/coordinate monitoring activities pursuant to the recommendations of the approved QAPP.

In 2012, the steward will conduct the third year of the successful Community Salmon Investigation for Highline to count living adult salmon and investigate carcasses for pre-spawn mortality. Activities/deliverables will include:

- Sampling design,
- Volunteer recruitment,
- Training of volunteers,
- Scheduling/managing volunteer surveys,
- Publicizing results through the collection period in local media and city newsletters, and
- Compilation and analysis of accumulated data.

This program will occur October – December 2012.

BUDGET

Burien	69.032%	\$58,540
Port of Seattle (<i>for calculation only</i>)	15.484%	\$13,130
SeaTac	3.491%	\$2,960
King County	2.757%	\$2,338
Normandy Park	9.236%	\$7,832
Total	100%	\$84,800