

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-2013

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

Type of Contract:

<input type="checkbox"/> <u>Architectural/Engineering</u> <input type="checkbox"/> From Engineering Roster <input type="checkbox"/> Advertised Bidding Done <input checked="" type="checkbox"/> <u>Professional Services</u> (Non-Engineering) <input type="checkbox"/> 3 Bids received <input checked="" type="checkbox"/> Direct Negotiation	<input type="checkbox"/> <u>Construction</u> <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"/> <u>Human Services/Arts & Culture/City Match</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> <u>Contract Amendment to Contract No.</u> _____
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(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.: 104.50.531.10.41.414

Page # in Budget: ?? 3-12 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>[Signature]</u>	Date:	<u>2-14-13</u>
Management Analyst:	<u>[Signature]</u>	Date:	<u>1-17-13</u>
Fin. & Admin. Svcs. Director:	<u>[Signature]</u>	Date:	_____

<p><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><u>Contract File Checklist:</u></p> <p><input checked="" type="checkbox"/> Purchase Order # <u>N/A</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>
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**Miller and Walker Creeks
Basin Stewardship 2013
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 and Monitoring Coordination 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 and Monitoring Coordination services to the Cities in 2013 ("Project"). The services to be provided are described on Exhibit One, attached to this Agreement and incorporated herein and made a part hereof.

II. Project Management

- A. The Project will be managed by a Project Management Team (hereinafter "PMT") consisting of one representative from each of the Parties, as well as a representative from the Port of Seattle. Each Party, and the Port of Seattle, will designate its respective PMT representative.
- B. The PMT will meet at least four times per year, and more frequently if the PMT determines it necessary, to review Project progress and consider technical input from the Ad Hoc Advisory Committee as described in Section III. below.
- C. King County will perform day-to-day project management and direction and communicate with other PMT members as needed to conduct Project activities.
- D. King County will schedule, facilitate, and provide summaries of all PMT meetings during implementation of the Project.
- E. The PMT will reach its decisions by consensus, considering input from the Ad Hoc Advisory Committee, as described in Agreement Section III., where appropriate.

III. Ad Hoc Advisory Committee

If the PMT deems it necessary, it will convene an Ad Hoc Advisory Committee ("Committee") to make technical and policy recommendations on updates to the Miller-Walker Basin Plan that may be contemplated by the PMT. The Committee will be composed of King County Stormwater Services and/or Science staff members and members of the PMT or their designees from their organizations. The PMT may elect to include representatives and/or agents from outside organizations, such as Southwest Suburban Sewer District, Highline Water District, Washington State Department of Ecology, Washington State Department of Transportation, King County, and other interested stakeholders. The Committee will make decisions by consensus, defined as "no party has significant opposition to the decision." In the absence of consensus, alternatives will be clearly defined to present policymakers with specific options from which to choose.

IV. 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;
3. Designate one representative to serve on the PMT and participate in PMT meetings;
4. Provide staff to serve on the Committee, as described above. The cost of Committee staffing is included in the Project costs per Exhibit One.
5. 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;
2. Designate one representative to serve on the PMT and participate in PMT meetings; and
3. Pay for services as described below.

II. Costs and Billing

- A. The estimated cost of the technical services to be provided to the Cities in 2013 is as shown in Exhibit One. The Cities shall each pay a percentage of the actual costs incurred by King County in providing services, as shown in Exhibit One.
- B. 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.

III. Effectiveness, Duration, Termination, and Amendment

- A. This Agreement is effective upon signature by both Parties and will remain in effect until March 31, 2014.
- 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 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.
- F. The Parties represent that funds for service provision under this Agreement have been appropriated and are available for 2013. 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 either Party, 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 each of the other Parties' own negligent acts or omissions in performing its obligations pursuant to this Agreement. King County shall protect, defend, indemnify, and save harmless 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 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 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 11th
day of March, 2013.

Approved as to Form

City of Burien:

By: Craig A. Knutson By: Margaret 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: [Signature]

By: [Signature]

Title: Sr. Asst City Atty

Title: Public Works Director

Approved as to Form

King County:

By: _____

By: _____

Title: Deputy Prosecuting Attorney

Title: King County Executive

Approved as to Form

City of Normandy Park:

By: [Signature]

By: [Signature] 1-18-13

Title: Cum Attorney

Title: Interim City Mgr

Approved as to Form

City of SeaTac:

By: _____

By: _____

Title: _____

Title: _____

Approved as to Form

King County:

By: [Signature]

By: [Signature]

Title: Deputy Prosecuting Attorney

Title: King County Executive

**Scope of Work
Miller and Walker Creeks Basin
Basin Stewardship and Monitoring Coordination 2013**

Background

In February 2006, the cities of Burien, Normandy Park, and SeaTac, the Port of Seattle, the Washington State Department of Transportation, and King County completed an Executive Proposed Miller and Walker Creeks Basin Plan, with the goal of identifying cooperative actions to protect water quality and aquatic habitat in the basin and address flooding and erosion problems.

Among the identified actions is to implement stewardship services by providing a single point of contact and coordination for citizens, interest groups, and governments for surface water related issues and activities in the basin. Stewardship also includes providing opportunities for public education on water resource issues and for community involvement in hands-on watershed enhancement and protection activities.

An additional action recommendation in the Basin Plan is monitoring of flow, water quality, and habitat conditions. In 2011, the basin steward developed a coordinated basin monitoring plan with input from the jurisdictions in the basin and citizens. Basin stewardship services include continuing to develop monitoring capacity and coordinating a comprehensive monitoring program from a basin-wide perspective. Continued implementation of a basin-wide monitoring program through coordination of existing monitoring and potential expansion of monitoring will provide data needed to identify and manage resource protection and improvement activities in the basin.

Since 2007, Burien, Normandy Park, SeaTac, the Port of Seattle, and King County have jointly funded stewardship and basin monitoring coordination/development, with King County acting as service provider. These activities have also been undertaken as part of local government and agency efforts to contribute to the health of Puget Sound and native salmon populations. Basin stewardship was specifically recommended as Program WW-10 in the "Salmon Habitat Plan: Making Our Watershed Fit for a King – Green/Duwamish and Central Puget Sound Watershed (WRIA 9)" (August 2005).

Under this Scope of Work, King County will provide continued basin stewardship and monitoring coordination/development services to the Cities of Burien, Normandy Park, and and SeaTac in 2013. Services are provided to the Port of Seattle under a separate agreement.

Scope of Work

King County will provide the following services for the period January 1, 2013, to March 31, 2014

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 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.

If space is available, King County staff is able to work out of Burien or Normandy Park City Halls as needed.

Task 1: Continue and expand basin stewardship projects focused on 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)
- Phase 1 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 four stewardship events
- 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
- 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 presentations as necessary 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 two school presentations each year, or as needed. Provide presentations on demand to community groups and faith communities.

Task 2c: 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.

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 point of contact for citizens and governments, 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 agreement signatories.

Task 4b: Respond to citizen requests 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: Notify city staffs regarding water quality issues or complaints directed to the steward, and assist on a limited basis on those received through the 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 (SS(c)(3)).

Other Anticipated Tasks:

- Facilitate meetings of the Miller/Walker Creeks Project Management Team and Ad Hoc Committee as requested
- Participate in revising the Miller/Walker Creeks Basin Plan as requested

Monitoring Coordination

The goal of this activity is to implement a coordinated basin monitoring program, per the Miller-Walker Creeks Monitoring and Sampling Analysis Plan developed in 2011, as funding permits. In 2013, the steward will work with basin partners to secure funding and coordinate monitoring activities pursuant to the recommendations of the approved QAPP.

Task 1: Salmon Surveys

The steward will conduct the fourth 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 2013 – December 2013 or January 2014 (end of the chum run).

Task 2: Monitoring Grant

The steward will coordinate implementation of the Miller-Walker monitoring grant awarded to King County from the King Flood Control District for \$21,871. This amount is not included in the Project Costs below. Activities will include:

- Flow monitoring at a new gage at Miller Creek and 1st Ave S;
- Upgraded water quality data from Miller and Walker gages;
- Benthic Index of Biotic Integrity scores for samples collected in 2012;
- Technical memo summarizing monitoring data;
- Grant management and reporting.

Project Costs and Allocation by Jurisdiction

Based on percent of impervious area in each jurisdiction, calculated from King County LandSat data. Percent shares will be updated upon request when new data are available. The Port of Seattle, not a party to this Agreement, is committing to providing its share of funding under a separate Agreement with King County.

Jurisdiction	Percent of Annual Cost Share	Share in 2013
Burien	69.032%	\$58,540
Port of Seattle (for calculation only)	15.484%	\$13,131
SeaTac	3.491%	\$2,960
King County	2.757%	\$2,338
Normandy Park	9.236%	\$7,832
Total	100.00%	\$84,801