

RESOLUTION NO. 07-434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A TECHNICAL SERVICES AGREEMENT WITH KING COUNTY TO PROVIDE LAKE MANAGEMENT TECHNICAL SERVICES TO THE CITY

WHEREAS, the City is authorized by Chapter 39.04 RCW to enter into agreements with other governmental jurisdictions, now, therefore

BE IT RESOLVED that the Mayor is hereby authorized to enter into a Technical Services Agreement with King County, said agreement to be substantially in the form attached hereto as Exhibit A and by reference incorporated herein.

ADOPTED by the City Council at an open public meeting held on the 5<sup>th</sup> day of April, 2007.



Howard Botts, Mayor

Attest:



Brenda L. Streepy, City Clerk

**Technical Services Agreement**  
**between King County and the City of Black Diamond**

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This Agreement is made and entered into by King County, Washington, hereinafter referred to as "King County" and the City of Black Diamond, hereinafter referred to as the "City," collectively referred to as the "Parties," in order for King County to provide lake management technical services to the City.

The Parties mutually agree as follows:

**I. Purpose**

This Agreement between King County and the City provides the terms and conditions under which King County, through its Department of Natural Resources and Parks, Water and Land Resources Division (WLRD), will provide to the City lake management technical services to support Black Diamond's surface water management-related activities.

**II. Management of Technical Services Provision**

- A. The provision of services under this Agreement will be managed for King County by the WLRD Intergovernmental Relations Coordinator or other staff as designated by King County and for Black Diamond by the Public Works Director or other staff as may be designated by the City ("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 final resolution to the Division Director of King County WLRD and the Black Diamond City Manager.

**III. Responsibilities**

**A. King County**

King County shall provide services as described in the Scope of Work, attached to this Agreement as Exhibit One and incorporated herein and made a part hereof.

**B. Black Diamond**

- 1. The City will provide appropriate staff to coordinate with King County on services to be provided under this Agreement and will ensure that appropriate municipal regulatory provisions are in place to authorize services provided through this Agreement.
- 2. The City will pay for service costs as provided for below.

#### **IV. Costs and Billing**

- A. Estimated annual costs for services to be provided in 2007 and 2008 through this Agreement are stated in Exhibit One.
- B. As specified in Exhibit One, King County will bill Black Diamond once in the fourth quarter of the County's fiscal year a flat fee for annual and seasonal lake monitoring services. Any additional service costs will be billed during the second and fourth quarters of the County's fiscal year, and will include costs for actual services for any storm sampling and additional assistance provided as specified in the Scope of Work.
- C. Payment to King County for submitted invoices will be made by Black Diamond 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, 2009.
- B. This Agreement may be terminated by either Party upon 30 days written notice. In the event of termination, payment will be made by the City for work performed by the County to the date of termination.
- 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. The Parties agree that certain tasks performed under the terms of this Agreement, or as a result of activities performed under the terms of this Agreement may involve the use of volunteers, and that such volunteers shall not in any event be construed to be employees of, contractors to, or agents of either the City or the County.
- F. 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.
- G. Funding or obligation under this Agreement beyond the current appropriation year is

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conditional upon appropriation by the King County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

**VIII. Counterparts**

This Agreement may be executed in counterparts.

**IX. Indemnification and Hold Harmless**

Each Party shall protect, defend, indemnify, and save harmless the other Party, 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 the indemnifying Party's own negligent acts or omissions, or the negligent acts or omissions of the indemnifying Party's officials, officers, or employees, in the performance of the

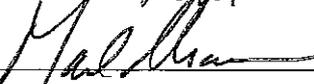
terms of this Agreement. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 1st day of May, 2007.

Approved as to Form

By:   
Title: Deputy Prosecuting Attorney

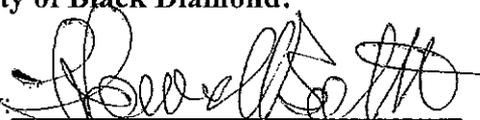
King County:

  
By:  4.26.07  
Title: King County Executive

Approved as to Form

By: \_\_\_\_\_  
Title: City Attorney

City of Black Diamond:

  
By: \_\_\_\_\_  
Title: City Manager/Mayor

Scope of Work 2007-8  
City of Black Diamond Support Services

For 2007 and 2008, the King County Water and Land Resources Division will provide services through the Lake Stewardship Program (KC-LSP) to the City of Black Diamond ("City") for monitoring water quality and quantity on both an annual and seasonal basis in Lake Sawyer and for measuring inlet streams water quality from January through May. Additional services such as technical assistance and educational outreach for the City to citizens will be provided on an as-requested basis.

Monitoring will include assuring the quality of the compiled data and providing pertinent information on analyses, reporting back to the City and citizen volunteers in a timely fashion and in a manner agreed upon by both parties, and providing technical assistance to the City and the public on questions concerning water quality results or problems.

**Annual monitoring program:**

KC-LSP will train designated citizen volunteers or City staff in the correct methods of data collection for measuring daily precipitation and lake water levels, for weekly measurements of surface water temperature and Secchi transparency, and for observations on particles in the water, goose abundance, and gathering pertinent information on lake use. The program will provide and maintain the proper equipment and will consult or supervise on proper installation and use. The citizen volunteer will provide a boat and safety equipment necessary for getting to the chosen sampling site on the lake.

KC-LSP will also provide blank field sheets for data reporting and will accept either completed field sheets or electronic data files in return.

**Seasonal monitoring program:**

Lake sampling will occur monthly from May through October for a total of 6 events during 2007. Base-flow stream sampling will occur monthly from January to May, then resume in November - December for a total of 7 events. Two storm events may also be sampled if precipitation criteria are met. KC-LSP will train designated citizen volunteers or City staff in the correct methods of data collection for water sample collection and storage, measurements of surface water temperature and Secchi transparency, and for observations on particles in the water, goose abundance, and gathering pertinent information on lake use.

The program will provide proper sampling equipment and will be responsible for repair or replacement if necessary. The program will also provide all sample bottles and will pick up filled bottles from the lake at a designated site to deliver to the KC Environmental Labs for analysis. Stream samples will be delivered to a County staff person living in Maple Valley for transportation to the King Street Center on the day after collection.

**Database management, analysis, quality assurance, and reporting:**

The program will enter all received data from monitors and the KC Environmental Labs into a database to be made available to the City at the end of each year, analyze all data for consistency and general water quality conditions, pursue explanations for anomalies, look for trends or indicators of change in the parameters over time, and if requested make management suggestions to the City or citizens based upon the information.

A compilation of the data as part of the program's annual report will be delivered to City staff and cooperating citizen volunteers within a reasonable time after the end of each year, as well

as e-files of the data in excel format. A presentation to the City Council or appropriate staff may be made if requested, with time for discussion of pertinent issues.

**Technical assistance and educational outreach:**

Technical assistance and educational outreach on the nature and management of lake ecosystems will be provided to the City and citizens in the form of phone conversations, specific literature research and reporting back, technical reports other than the annual report that contain information and recommendations, community presentations, or other methods and types of communication provided upon request. Citizen groups will need authorization from the City in order to qualify for substantial services from the KC-LSP. This work will be billable to the City by the hour for staff time, and for major materials outlay if necessary, up to a maximum amount totaling not more than \$1,000, as further specified below. Any additional work that exceeds the \$1000 maximum that may be desired by the City, must be authorized through an amendment to this Scope of Work executed by both the City and KC-LSP.

**Budget:**

The charges set out below are based upon staff salaries, indirect operating charges, lab costs, equipment, and mailing charges.

**Lake Sawyer**

Flat rate charges	2007	2008
Seasonal monitoring: lake	\$2,300	\$2,358
Annual monitoring: lake	\$550	\$565
Seasonal monitoring: inlets	\$2,425	\$2,475
Total	\$5,275	\$5,403

The seasonal and annual monitoring elements will be covered by a flat fee on a per element basis, to be paid annually by the City upon receipt of an invoice from King County in the fourth quarter of the County's fiscal year. Costs for any additional work performed by KC-LSP will be included in this fourth quarter invoice, or in an invoice from the County in the second quarter of the County's fiscal year. Such costs shall be based upon a detailed accounting from KC Water and Land Resources.

The two storm events, if sampled, will be charged on the basis of costs incurred on an individual element, but the total costs for such sampling shall not exceed \$680 per year. Any additional assistance that may be provided must be on the basis of mutual agreement by the parties and will be billed on the basis of staff time and materials, but shall not exceed \$1000 per year unless specifically agreed upon by both parties through a written amendment to this Scope of Work. The storm sampling and additional assistance amounts are not included in the above table.