

RESOLUTION NO. 20-1352

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KING COUNTY TO PROVIDE WATER QUALITY MONITORING, LAB SERVICES, AND VOLUNTEER TRAINING FOR LAKE SAWYER THROUGH 2022

WHEREAS, the City has identified the need for continued water quality monitoring, lab services, and volunteer training for sample collection on Lake Sawyer; and

WHEREAS, King County's Lake Stewardship Program in the Natural Resources and Parks, Water and Land Resources Division (WLRD) has been providing these services; and

WHEREAS, this Agreement will cover costs associated with these services from 2020 through 2022; and

WHEREAS, the City has funds available to cover these services;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute an Agreement with King County to provide water quality monitoring, lab services, reporting and volunteer training for sample collection on Lake Sawyer through 2022.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF MAY, 2020.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

**Agreement Between King County and the City of Black Diamond for
Lake Stewardship Services 2020-2022**

This Agreement is made and entered into by King County, Washington, hereinafter referred to as "King County" or "County," and the City of Black Diamond, hereinafter referred to as "City" or "Black Diamond," collectively referred to as the "Parties," for the provision of lake stewardship services to the City in the years 2020, 2021 and 2022.

The Parties mutually agree as follows:

I. Purpose

This Agreement between King County and the City provides the terms under which King County, through its Water and Land Resources Division (WLRD) Lake Stewardship Program (LSP), will provide lake stewardship services to the City in 2020, 2021 and 2022. The services to be provided are described in Exhibit One, attached to this Agreement and incorporated herein and made a part hereof.

II. Administration

- A. King County and the City shall each appoint one representative to administer the terms of this Agreement ("Administrators"). The Administrators shall coordinate as needed and each is authorized to convene a meeting with a minimum of ten (10) calendar days' written notice to the other Administrator.
- B. Any conflict that is not resolved by the Administrators within ten (10) working days of a meeting held to discuss the conflict shall be referred for resolution to the (Mayor) and the WLRD Division Director. If the conflict cannot be resolved by the (Mayor) and the WLRD Division Director, it shall be referred to the (Mayor) and the Director of the King County Department of Natural Resources and Parks (DNRP). This provision shall not be construed as prohibiting King County or the City 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 shall:
 - 1. provide services as described in Exhibit One;
 - 2. work with representatives of the City to coordinate provision of services, as described in Exhibit One.
- B. The City shall:
 - 1. work with WLRD staff to coordinate provision of services, as described in Exhibit One and as otherwise needed;
 - 2. pay for services as described in Section III

III. Costs and Billing

- A. The City shall pay the actual costs incurred by WLRD to provide lake stewardship services. The estimated total cost of the services to be provided to the City in 2020, 2021 and 2022 is \$16,264, as shown in Exhibit One. The total to be invoiced to the City shall not exceed this amount unless agreed to by the Parties in writing.
- B. WLRD will invoice the City on a quarterly basis. The City will pay such invoices within forty-five (45) days of their receipt.

IV. Effectiveness, Duration, Termination, and Amendment

- A. This Agreement is effective as of January 1, 2020, and, unless terminated pursuant to Section IV.B, will remain in effect until December 31, 2022, or until the City has paid WLRD in full for invoiced costs, whichever is later.
- B. Either Party may terminate this Agreement upon 30 days' written notice to the other Party. In the event of termination, Black Diamond will make payment for work performed by King 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. 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 funding authorizing them to provide or accept services under this Agreement has been appropriated and is available for 2020. The Parties' obligations under this Agreement for 2021 and 2022 are contingent upon the appropriation of sufficient funds by their respective legislative authorities. If no such appropriation is made, this Agreement will terminate at the end of 2020.

VI. Reporting Obligation

King County's sole reporting obligation under this Agreement is to provide the results of laboratory analytical services to Black Diamond. The Parties agree that King County's reporting obligations do not extend to any third party, including any regulatory agency that may seek to obtain or require the results of laboratory analyses. The Parties further agree that any reporting obligations that may exist with regard to third parties, including regulatory agencies, shall remain solely the responsibility of Black Diamond. King County shall have no liability for any failure to meet any existing reporting requirements and Black Diamond agrees to defend, indemnify and

hold harmless King County for any damages, suits or claims by third parties related to the failure to report the results of the laboratory analyses.

VII. Counterparts

This Agreement may be executed in counterparts.

VIII. Indemnification and Hold Harmless

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees, volunteers, and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the activities associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Approved as to Form

King County:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Approved as to Form

City of Black Diamond:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Scope of Work
City of Black Diamond Lake Support Services 2020-2022

The King County Water and Land Resources Division will provide services through the Lake Stewardship Program (“KC-LSP” or the “Program”) to the City of Black Diamond (“City”) for monitoring water quality and quantity for Lake Sawyer on both an annual and seasonal basis.

Monitoring services include sample pickup and delivery to the King County Environmental Lab for analysis, compilation and quality control of data collected by volunteers/City staff, reporting the data back to the City and volunteers online or by other preferred means, and providing technical assistance to the City and the public regarding questions about water quality, best management practices, and ecosystem function.

Annual Monitoring Program

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

KC-LSP will also provide blank field sheets or Excel spreadsheet templates for data reporting on a quarterly basis and will accept either completed field sheets or Excel files in return.

Seasonal Monitoring Program

City staff/volunteers will collect water samples on a monthly basis from May through October for a total of 6 sampling events. KC-LSP will train City staff and designated volunteers in the correct sample collection and storage methods, measurements of surface water temperature and Secchi transparency, and making observations on particles in the water, goose abundance, and gathering 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, properly labeled, and will pick up filled bottles at a designated site to deliver to the King County Environmental Lab for analysis.

During four of the sampling events, water will be collected at one meter beneath the surface. The other two sampling events will collect depth profiles, during which water is collected from one meter beneath the surface, as well as near the middle and the bottom of the water column. Parameters analyzed during all sampling events are total phosphorus, total nitrogen, and chlorophyll-a. Additional parameters measured during depth profile sampling events are soluble reactive phosphorus, ammonia, nitrate/nitrite, alkalinity, and UV254 (water color).

Black Diamond staff will also search for scum accumulations of cyanobacteria during the routine monitoring and, if found, will take a sample to be submitted to King County Environmental Labs for toxin analysis through the Washington State Toxic Algae program, with location identified. King County will provide technical assistance as needed for this effort.

Database Management, Data analysis, Quality Assurance, and Reporting

The Program will:

- enter all data received from monitors and the King County Environmental Lab into a database available online at the King County Small Lakes Data webpage;
- analyze all data for consistency and general water quality conditions;
- pursue explanations for anomalies and look for trends or indicators of change in the parameters over time;
- if requested, make management suggestions to the City or volunteers based upon the data and findings.

As part of the Program’s annual update, a compilation of Lake Sawyer data will be provided to City staff and volunteers. The Program will also provide Excel files of the data on request.

Budget

	2020	2021	2022	Total
Seasonal Monitoring	\$5162	\$5418	\$5684	\$16,264

Costs include staff salaries, lab costs, indirect charges and equipment.