

#19-C2061



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
CITY OF KENMORE

AGREEMENT NO. IA 719-424

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "State Parks," and City of Kenmore, hereinafter referred to as the "City".

IT IS THE PURPOSE OF THIS AGREEMENT to have the City reimburse State Parks for an Environmental Impact Statement for the Saint Edward State Park – City of Kenmore Ballfields development proposal (EIS) in connection with the New SEPA Lead Agency Agreement between the City and State Parks Regarding the Proposed Ballfield Development at Saint Edward State Park.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The City shall reimburse State Parks for the EIS work performed by The Watershed Company, State Parks contract # SC 719-302. The scope of work for the contract, also known as "first phase of the EIS process," is attached and made part of this Agreement as Exhibit A.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by State Parks and shall be completed on December 31, 2019, unless terminated sooner as provided herein. This Agreement shall automatically expire on December 31, 2019, unless otherwise extended by amendment.

PAYMENT

Reimbursement for the work provided in accordance with this Agreement is authorized by RCW 39.34.030 and 39.34.080. The parties have estimated that the cost of accomplishing the work will not exceed **Sixty-Five Thousand, One Hundred Five and No/100ths Dollars (\$65,105.00)**. Reimbursement for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

BILLING PROCEDURE

State Parks shall submit invoices no more often than monthly. The reimbursement to State Parks for approved and completed work will be made by check by the City within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for reimbursement not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. The invoices from State Parks shall include copies of The Watershed Company's invoices to State Parks that are the basis for the invoices to the City.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect The Watershed Company charges, the invoices from State Parks and the reimbursement from the City for such. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a dispute board

in the following manner: Each party to this Agreement shall appoint one member to the dispute board. The members so appointed shall jointly appoint an additional member to the dispute board. The dispute board shall review the facts and Agreement terms and applicable statutes and rules, and shall make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency between the terms of this Agreement, the scope of work, and/or any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable statute or rule;
- b. scope of work; and
- c. any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact

person for all communications and billings regarding the performance of this Agreement.

The Project Representative for City is: Bryan Hampson, Development Services Director, (425) 398-8900

The Project Representative for State Parks is: Jessica Logan, Environmental Planner 5, (360) 902-8679

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Kenmore

By: *RJ Kelly*

Title: *City Manager*

Date: *6-13-19*

Washington State Parks and Recreation Commission

By: *Mark P. Blum*

Title: Chief Financial Officer

Date: *6/21/19*

Approved As To Form:
William Van Hook
Asst. Attorney General
02/20/07

RECEIVED ON

JUN 20 2019

CONTRACTS AND
PROCUREMENT

EXHIBIT A
THE WATERSHED COMPANY
SCOPE OF WORK

SC 719-302

This Scope of Work is limited to the first phase of the EIS process, Scoping and Refinement of Alternatives. Once this work is complete, costs will be applied to the tasks of completing the PDEIS, DEIS, and FEIS.

Scope of Services:

Phase 1. EIS Scoping and Refinement of Alternatives	\$45,175
1.1 Data gap analysis, base map, research	
1.2 Site visit with Washington State Parks (Client) and City of Kenmore (Applicant)	
1.3 EIS Scope Development	
1.4 Public Participation Approach	
1.5 Scoping Notice, Public Meeting/Open House/Workshop, and Scoping Report	
1.6 Refine Alternatives	
1.7 Develop/Coordinate Definitions of up to Five Levels of Impact	

Phase 5. EIS Consultant Team Coordination & Project Administration	\$17,920
5.1 Project development, management, coordination	
5.2 Invoicing and progress reports	

Phase 6. Expenses (mileage, copies, GPS, other)	\$2,010
---	----------------

Note: Phases 2, 3 and 4 to be authorized by future contract amendments.
Phases 5 and 6 to be expanded in future contract amendments, to support work performed in Phases 2, 3 and 4.

The total cost for Phases 1, 5, and 6 will not exceed **\$65,105**.

PHASE 1. EIS SCOPING AND REFINEMENT OF ALTERNATIVES

- 1.1 Data gap analysis, base map, and research.** The EIS consultant team will collect and review background information, assemble available mapping data, and identify additional data needs. Propose additional data collection and/or additional analysis to Parks if warranted.
- 1.2 Site Visit with Washington State Parks (Client) and City of Kenmore (Applicant).** The EIS consultant team will attend one site visit with State Parks and City representative(s) to review existing conditions and potential effects of the alternatives.
- 1.3 EIS Scope Development.** The EIS consultant team will develop a preliminary scope for the EIS based on project understanding and available information. The EIS consultant team will attend one EIS scope development meeting with State Parks and City of Kenmore representatives (in-person or via conference call) to confirm the EIS preparation process. The public participation process to be led by State Parks will also be defined during this task. Preliminary alternatives will be defined for inclusion in the EIS scoping

notice. It is our understanding at this time that these will include those listed below (or similar). The EIS consultant team will discuss with State Parks during this task whether a preferred alternative will be described at this time, or later in the EIS process.

- Field lighting with artificial turf
- No field lighting with artificial turf
- Field lighting with an improved natural turf field
- No field lighting with an improved natural turf field
- No action – how the field is used now (no lighting, existing grass)

1.4 Public Participation Approach. The EIS consultant team will assist State Parks with developing a robust public participation approach that will include opportunities for review and comment on the alternatives, as well as review and comment on the elements of the environment to be addressed in the EIS. The approach may include development of a formal public participation plan to specify outreach methods (e.g. postcards, meetings, website) and a preliminary schedule for the EIS process.

1.5 Scoping Notice, Public Meeting/Open House/Workshop, and Scoping Report.

- Prepare a draft Scoping Notice for review and use by State Parks. Include a list of preliminary alternatives to be considered and the list of elements of the environment to be addressed in the EIS.
- *Review and comment on presentation materials developed by State Parks and attend one public meeting during the EIS scoping process. The EIS consultant team will prepare notes for use by State Parks and City of Kenmore following the public meeting.*
- Optional: Prepare a Scoping Report summarizing the EIS scoping process and comments received, as well as how these comments will be used in the SEPA process.

1.6 Refine Alternatives. Participate in one meeting with State Parks and City of Kenmore to refine project alternatives (if appropriate) based on input received during the EIS scoping process. Confirm whether additional discipline reports are needed based on scoping comments received and final definition of the alternatives to be evaluated in the EIS.

1.7 Develop Definitions for up to Five Levels of Impact. Draft language will be developed to aid the consultant team in analyzing the issues consistently. Includes team coordination and communication with the goal of agreement on what constitutes a significant impact and what constitutes reasonable mitigation before proceeding to Phase 2. Includes one round of review and revision if necessary.

Work Products:

- One Draft Scoping Notice *for use by State Parks and City of Kenmore.*
- Public meeting summary notes (one meeting, one version).
- Scoping Report (one version) that captures both public comments and refinements to project alternatives/refinements to the EIS analysis (if any) developed at the follow-up meeting with State Parks and City of Kenmore.
- Definitions for up to five levels of impact (one revision).

5. EIS Consultant Team Coordination and Project Administration

5.1 Project management and coordination. *This task assumes 1.5 hours per week for up to 4 months from Notice-to-Proceed for the Phase 1 work.*

5.2 Invoicing and progress reports. *This task assumes monthly invoices and brief 1-2 page progress reports for up to 4 months from Notice-to-Proceed for the Phase 1 work.*

Assumptions for overall EIS process:

- The overarching assumption is that site-specific technical studies have been completed and provide adequate information to summarize in the EIS with only additional qualitative analysis. If additional studies are determined to be necessary, State Parks will decide whom shall prepare these. If the EIS consultant team is tasked with preparing additional technical studies, this would fall outside of this scope, budget, and preliminary schedule.
- It is assumed that State Parks will lead the public participation process and maintain the website for the Saint Edward Park/City of Kenmore Athletic Fields EIS. The EIS consultant team will support the public participation process through reviewing and commenting on presentation materials developed by State Parks; participating in one public scoping meeting/open house/workshop; one public meeting/open house/workshop during the Draft EIS comment period; and providing one summary for each of these meetings of the discussion and comments received.
- *Comments from State Parks and City of Kenmore on each deliverable will be compiled by State Parks into a single document for delivery to the consultant team.*
- Cost estimate assumes receipt of approximately 100 written public comments on the DEIS (letters or email communication), identifying an average of five issues each.
- Preparation of more than one PDEIS and/or PFEIS for internal review by State Parks/City of Kenmore can be accommodated, provided that the EIS consultant team receives authorization for additional budget and extension of the preliminary schedule.
- If formal public hearings become necessary, participation by members of the EIS consultant team would be contracted separately.
- This scope of work and cost estimate may be affected by factors unknown at this time that may arise in response to public or agency comments or requests at any stage of EIS preparation.
- Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded.
- This proposal includes general coordination with State Parks via email and phone. In-person meetings beyond those specified above are not included. Additional coordination can be added if necessary, under a separate agreement.

