

ORIGINAL

RESOLUTION NO. 595

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH METRO ON BEHALF OF THE CITY TO PROVIDE MILFOIL CONTROL ALONG THE NORTH SHORE OF LAKE SAMMAMISH WITHIN THE CITY OF REDMOND.

WHEREAS, METRO has requested the City of Redmond to participate in funding of an Eurasian Water Milfoil harvesting program for the shore of the north end of Lake Sammamish within the City of Redmond which will result in the harvest of milfoil over an area of approximately twenty to thirty acres in size at an approximate cost of Thirty Thousand Dollars (\$30,000), of which the City's share will be approximately Nine Thousand Dollars (\$9,000), and

WHEREAS, the City Council has determined that in order to promote the development of a viable alternative to chemical treatment for milfoil control and in order to combat the tendency of Eurasian Water Milfoil to create hazards to navigation, restrict recreational activities, reduce water oxygen levels resulting in a loss of fish and other animals and to create undesirable effects from decaying and floating vegetation, the City should contract with METRO for provision of milfoil harvesting services as proposed, now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON
HEREBY RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to enter into a contract with METRO on behalf of the City for the provision of Eurasian Water Milfoil harvesting services in the

form set forth on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full.

RESOLVED this 21st day of July, 1981.

CITY OF REDMOND


MAYOR, CHRISTINE T. HIMES

ATTEST/AUTHENTICATED:


CITY CLERK, PAUL F. KUSAKABE

FILED WITH THE CITY CLERK: July 15, 1981

AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO THIS _____ day of _____, 1981, between the MUNICIPALITY OF METROPOLITAN SEATTLE, a metropolitan municipal corporation of the State of Washington, hereinafter called "Metro," and the City of Redmond, a municipal corporation of the State of Washington, hereinafter called the "City."

WHEREAS, the spread of Eurasian milfoil and certain chemical techniques utilized to control said growth pose a risk to the region's water quality and wildlife, fish and recreational resources and uses in and on said waters; and

WHEREAS, by Resolution No. 3695, adopted May 21, 1981, the Metro Council authorized the implementation of a 1981 Comprehensive Milfoil Control Plan including agreements with local and state governments for funding of bottom screening and harvesting methods of control; and

WHEREAS, the Washington State Department of Ecology ("State DOE") intends to enter into an agreement with Metro to assist Metro's implementation of the 1981 Plan by funding bottom screening and harvesting control methods in public use areas located on and public boating areas in navigable waters of the region utilizing monies from the U.S. Army Corps of Engineers as reimbursement for approximately 65 (65.42) percent of the costs of such controls; and

WHEREAS, the City has determined that certain public use and public boating areas within its jurisdiction are infested with Eurasian water milfoil which should be controlled by nonchemical methods; and

WHEREAS, the City has requested that Metro undertake such controls in areas designated by the City as a part of

Metro's Control Program and is willing to fund a portion of the costs of such controls;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

I

GENERAL

In accordance with the terms of the agreement between Metro and the State DOE, Metro shall implement, administer and supervise all work and services required for a Eurasian water milfoil control project in areas designated by the City, as described in the Scope of Work attached hereto as Exhibit A (hereinafter, the "Project"), and by this reference made a part of the Agreement.

The Project shall be partially funded by the City as described herein.

A Project Manager will be appointed from the Metro staff by the Director of Metro's Water Pollution Control Department. The Project Manager will be responsible for notifying the City of progress on Project work and for ensuring compliance by Metro with the terms of this Agreement.

The City agrees to appoint a Project Representative who shall serve as Metro's principal contact person with the City and who shall ensure compliance by the City with the terms of this Agreement. The Project Representative shall also be responsible for coordinating other control efforts of the City and private citizens to ensure that no control efforts other than this Project will be implemented in the designated areas.

II

FUNDING AND PAYMENT

The City agrees to set aside funds for payment to Metro for Project work in an amount not less than the estimate of local cost as shown in Exhibit B, attached hereto and by this reference made a part of this Agreement.

The City, in consideration of the satisfactory performance of the Project work contemplated under this Agreement, shall reimburse Metro for approximately thirty percent (34.58%) of the actual Project costs incurred in accordance with the items specified in Exhibit B. Payment shall be made by the City within sixty (60) days after completion of the Project work by Metro and receipt by the City of a properly documented invoice from Metro.

III

CHANGES IN WORK

Metro shall secure approval of the City prior to implementation of any change in the Project work described in Exhibit A. Written approval of the City shall be secured for substantial changes in such work and for any change which is reasonably anticipated to increase the costs of such work above the estimate of costs set forth in Exhibit B. Reimbursement by the City shall be limited to the costs approved herein or by subsequent written approval.

IV

LEGAL RELATIONS

No liability shall attach to the City or to Metro by reason of entering into this Agreement except as expressly provided herein.

The City agrees to hold Metro harmless from any and all costs, claims, demands, obligations, suits and actions of whatsoever nature arising out of Metro participation in or action for the City in connection with the Project. The City further agrees to defend at its own cost all claims and suits brought against Metro arising out of Metro participation in or performance of the Project work; provided, that the City shall not have any obligation to hold harmless or defend Metro under this Agreement in the event of costs, claims, demands, obligations, suits and actions arising out of the negligence of Metro or its employees, agents or representatives in the performance of the Project work.

V

DISPUTES

Any dispute arising under this Agreement shall be referred to Metro's Executive Director and the Mayor of the City for mutual resolution.

VI

DURATION

This Agreement shall commence as of the date first above written and shall terminate upon final payment by the City.

In the event the agreement between Metro and the State DOE is terminated, this Agreement shall also be terminated as of the same termination date, provided that the City shall reimburse Metro for approximately thirty-five percent (35%) of the total Project costs, including contract or employment commitments, incurred as of the date of such termination.

This Agreement may be otherwise terminated by mutual written agreement of the parties hereto, provided that the City shall reimburse Metro as provided above.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

CITY OF REDMOND

MUNICIPALITY OF METROPOLITAN SEATTLE

By: _____
Christine T. Himes, Mayor

By: _____
Neil Peterson
Executive Director

ATTEST: _____
Paul Kusakabe, City Clerk

ATTEST: _____
Bonnie Mattson
Acting Clerk of the Council

Exhibit A

SCOPE OF WORK

The various tasks of this Control Program are listed in chronological order. The task is described, the responsible agency is identified and the schedule is noted.

Information on cost, areas and schedule is provided in Exhibit B (to be developed separately for each jurisdiction).

<u>ADMINISTRATION</u>	<u>RESPONSIBLE AGENCY</u>	<u>1981 SCHEDULE</u>
1. Assign Project Manager (Isaac/Lucas)	Metro	April
2. Coordinate with DOE & Corps of Engineers	Metro	Continuous
- secure tentative commitment to fund		March 13
- negotiate contract with DOE		May
- obtain 70% cost-sharing reimbursement		September
3. Negotiate contracts with local agencies	Metro, local govts.	March-July
- generally identify public use and public boating areas to receive control	local govts.	
- assign Project Representative	local govts.	
- develop work plan	Metro	
- sign contracts	Metro, local govts.	
4. SEPA and Permit requirements		
- prepare and submit permit applications (including Corps of Engineers, Fisheries and Game Departments, Local Shoreline Management)	Metro	March-April
- address SEPA requirements	Metro	March
- process SMP permit, if required	local govts.	April-May
<u>OPERATIONAL WORK PLAN</u>		
5. Secure equipment, supplies and materials (e.g. harvester, trucks)	Metro	March-June
6. Line up labor for running harvester	Metro	April-June
7. Designate specifics on areas for control (e.g. control points, width of swath, distance from shore, prioritize order of work)	Metro with local govts.	May-July

- | | | |
|---|-------------------------|-------------|
| 8. Cut plant disposal/reuse | | |
| - identify off-loading site | local govts. | June |
| - identify ultimate site for disposal/reuse | local govts. | June |
| - line up labor and equipment to haul cut plants from off-loading site to disposal/reuse site | Metro | June |
| - coordinate disposal | Metro with local govts. | July-August |

FIELD OPERATIONS

- | | | |
|--|--------------|----------------|
| 9. Have all permits in hand | Metro | June |
| 10. Maintain bottom screen | Seattle | Continuous |
| 11. Harvest (2 cuts of each area over the summer) | Metro | July-August |
| 12. Remove cut plants from off-loading site | Metro | July & August |
| 13. Inspect work (time and frequency to be determined by local governments) | local govts. | June-September |
| 14. Advise Metro of any problems discovered as a result of inspections (within 5 days) | local govts. | June-September |

CLOSE OUT ADMINISTRATION

- | | | |
|--|-------|-------------------|
| 15. Calculate actual costs | | |
| - submit bills to DOE, local governments | Metro | September-October |
| - receipt of reimbursement from DOE, local governments | | October-December |

Milfoil Control Areas

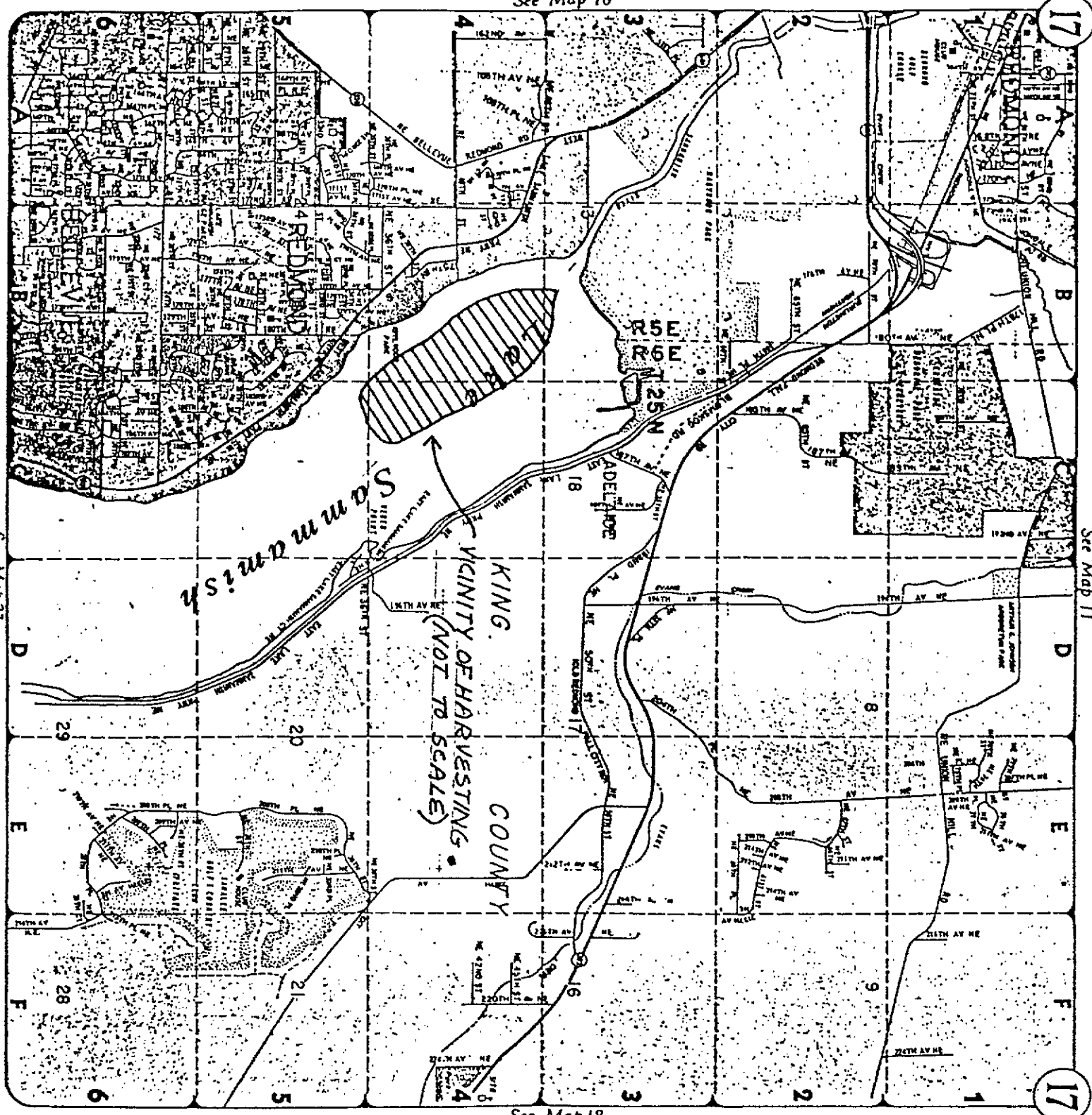
The City has determined that the following public use or boating areas within its jurisdiction are infested with Eurasian water milfoil and should be controlled by non-chemical means.

HARVEST

The following areas are to be harvested once in July and again that summer as needed (see maps attached for reference)

North End Lk. Sammamish Appx. 15 acres

See Map 16



See Map 18

17

17

See Map 11

See Map 23

Exhibit B

Redmond

The estimated maximum cost to the City is \$9,000. This cost is derived from a 70-acre total program estimate and a total operational program cost of \$109,007 (see memo attached for detailed cost breakdown). The maximum program for the City of Redmond (15 acres) would represent a \$23,790 share of the total costs and the 35% portion of the total cost to be born by Redmond should be \$8,327.