



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

FCDEC Motion

Proposed No. FCDECM2020-05.1

Sponsors

1 A MOTION authorizing the chair to enter into an
2 agreement for advisory committee facilitation services.

3 WHEREAS, King County Ordinance 15728 established the King County Flood
4 Control Zone District ("the District"), and

5 WHEREAS, King County Ordinance 15728 also created the District Advisory
6 Committee to review and make recommendations related to the annual work program and
7 budget for the District, including capital improvement program projects and funding
8 levels, by August 31 each year, and

9 WHEREAS, the District desires to enter into an agreement for Advisory
10 Committee facilitation services with Lund Consulting Inc.;

11 NOW, THEREFORE BE IT RESOLVED BY THE EXECUTIVE COMMITTEE
12 OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:

13 SECTION 1. The chair of the King County Flood Control Zone District is

FCDEC Motion

- 14 authorized to enter into the 2020 Agreement for Advisory Committee Facilitation
15 Services, Attachment A to this motion.
16

FCDEC Motion FCDECM2020-05 was introduced on and passed by the King County Flood Control District Executive Committee on 5/6/2020, by the following vote:

Yes: 4 - Mr. Dunn, Ms. Lambert, Mr. Upthegrove and Mr. von Reichbauer

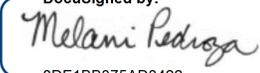
KING COUNTY FLOOD CONTROL ZONE
DISTRICT
KING COUNTY, WASHINGTON

DocuSigned by:

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Dave Upthegrove, Chair

ATTEST:

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Melani Pedroza, Clerk of the Board

Attachments: A. Contract for Consultant Services King County Flood Control District

**CONTRACT FOR CONSULTANT SERVICES
KING COUNTY FLOOD CONTROL DISTRICT**

This Agreement is entered into by and between the King County Flood Control District, a municipal corporation ("District") and Lund Consulting, Inc., whose principal office is located at 1941 26th Ave. East, Seattle, WA 98112 ("Consultant").

WHEREAS, the District desires to have certain services performed for its citizens; and

WHEREAS, the District has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The District shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "B."

A sum not to exceed \$40,000.00

Other (describe): _____

The Consultant shall complete and return to the District Exhibit "D," Tax Identification Number, prior to or along with the first billing invoice. The District shall pay the Consultant for services rendered within ten (10) days after Board voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on May 6, 2020 and ending December 31, 2020, unless sooner terminated or extended under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. This Agreement may be extended two consecutive years for a one year each.

4. Ownership and Use of Documents. Any records, files, documents, drawings,

specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the District, shall be the property of the District whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the District agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification. The Consultant shall protect, defend, indemnify, and save harmless the District, its officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, sub-consultants of any tier and/or agents. The Consultant agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, sub-consultants of any tier or agents. In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph A, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

A. For purposes of paragraphs A and B above, the Consultant, by mutual negotiation, hereby waives, as respects the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

B. In the event the District incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and B above, such attorney fees and costs shall be recoverable from the Consultant. In addition, the District shall be entitled to recover from the Consultant its attorney fees, and costs incurred to enforce the provisions of this section.

C. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees.

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form

CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The District shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the District. Any insurance, self-insurance or insurance pool coverage maintained by the District shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Verification of Coverage.

Consultant shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the District to ensure proper accounting of all funds contributed by the District

to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the District.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the District during the performance of this Agreement.

10. Termination.

A. The District reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon ten (10) business days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the District.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than ten (10) business days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the District from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the District.

13. Conflict of Interest. The Consultant represents to the District that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the District.

14. Confidentiality. All information regarding the District obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the District will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the District in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the District shall be sent to the following address:

Melani Pedroza, Acting Clerk of the Board
Room 1200 King County Courthouse 516 Third Avenue
Seattle, WA 98104
206-477-1020
melani.pedroza@kingcounty.gov

Notices to the Consultant shall be sent to the following address:

Kjristine Lund, Principal, Lund Consulting, Inc.
1941 26th Ave East
Seattle, WA 98112
206-612-8138
klund@lundconsulting.com

18. Applicable Law; Venue, Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge bearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the District and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

**KING COUNTY FLOOD CONTROL
DISTRICT**

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Dave Upthegrove, Chair

LUND CONSULTING, INC.

DocuSigned by:


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Kjrístine Lund, Principal

**EXHIBIT A
ADVISORY COMMITTEE FACILITATOR SCOPE OF SERVICES**

- Five meetings each for Advisory Committee and Joint Basin Technical Committee
- Start up early May
- Consultant to prepare and maintain Advisory Committee membership and contact information list and interested parties list
- Deliver final budget recommendation report by August 31, 2020
- Engagement through Flood District Budget process in the fall
- Participate in briefings of District Board and staff as requested

Tasks and Budget Detail

Task 1. Start-up – Initial Advisory Committee contact 16 hours 4,000
(includes contact lists)

Task 2. Develop meeting calendars 16 hours 4,000
(includes doodle-polling)

Task 3. Agenda development 14 hours 3,500
(includes work with Executive Director and Chair of Advisory Committee)

Task 4. Meeting facilitation \$2,000 per meeting 20,000
(includes preparation of meeting materials for approval by Executive Director, distribution by consultant, meeting preparation, follow-up and travel. Also include option of Zoom meetings using Lund account.)

Task 5. Meeting summaries 50 hours 2,500
(includes draft and final versions)

Task 6. Final budget recommendation 14 hours 3,500
(includes draft and final version with hard copies prepared by King County)

Task 7. Brief District 10 hours 2,500
(At request of Executive Director)

Total Cost \$40,000

**EXHIBIT B
CONSULTANT BILLING RATES**

Professional Services Fees:

Kjristine Lund, \$250 per hour for tasks above with a facilitation fee of \$2,000 per meeting.
Anne Noris, \$50 per hour for clerk services

King County Flood District responsible for the following costs:

Printed copies of agendas and handouts for meeting participants
Copies of large format graphics such as maps, charts, presentation boards
Production costs of name tents for Advisory Committee members and alternates
Room rental, beverages, snacks
Website posting of materials
Translation and/or ADA accommodation

**EXHIBIT C
KING COUNTY FLOOD CONTROL DISTRICT BILLING INVOICE**

To: King County Flood Control District Melani Pedroza, Acting Clerk of the Board Room 1200 King
County Courthouse 516
Third Avenue Seattle, WA 98104
Phone: (206) 477-1020
melani.pedroza@kingcounty.gov

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____ Telephone: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by:

Date: _____

EXHIBIT D

KING COUNTY FLOOD CONTROL ZONE DISTRICT

Melani Pedroza, Acting Clerk of the Board Room 1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104
Phone: (206) 477-1020

melani.pedroza@kingcounty.gov TAX IDENTIFICATION NUMBER

In order for you to receive payment from the King County Flood Control Zone District ("District"), the consultant must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the District to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the District prior to or along with the submittal of the first billing invoice.

Please complete the following information request form and return it to the District prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual Proprietor Other (explain)

EIN No.: _____

Social Security No.: _____

Print Name:

Title: Principal

Business Name: Lund Consulting Inc

Business Address: 411 University Street, Suite 1200, Seattle, WA 98101

Business Phone: 206-612-8138

Date