

**INTERAGENCY AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF MAPLE VALLEY  
FOR SURFACE WATER-RELATED TECHNICAL SERVICES 2017-2020**

This Agreement is made and entered into by King County, Washington, hereinafter referred to as "King County" or "County" and the City of Maple Valley, a Washington municipal corporation, hereinafter referred to as the "City," or "Maple Valley," collectively referred to as the "Parties," in order for King County to provide surface water-related technical services to the City.

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 Department of Natural Resources and Parks, Water and Land Resources Division (WLR), will provide to the City technical services to support Maple Valley's surface water management-related activities for the years 2017-2020. Specific services which the City requests and that the County agrees to provide are described in the scopes of work constituting Exhibit A, attached to this Agreement and incorporated herein and made a part hereof (collectively referred to as the "Scope of Work").

**II. Administration; Dispute Resolution**

- A. The provision of services under this Agreement will be managed for King County by the WLR Intergovernmental Relations Coordinator, or other staff as designated by King County, and for Maple Valley 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 WLR and the Maple Valley City Manager. This dispute resolution provision shall not be construed as prohibiting either Party 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. King County**

1. King County shall provide services as provided for in Exhibit A.
2. King County's sole reporting obligations under the terms of this Agreement are to provide the results of laboratory analytical services to Maple Valley. 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 Maple Valley. King County shall have no liability for any failure to meet any existing reporting requirements of Maple Valley, and Maple Valley agrees to defend, indemnify and hold harmless King County for any damages, suits or claims by third parties related to any failure to report the results of the laboratory analyses. The indemnification provided for in this paragraph III.A.2. shall survive termination of this Agreement.

#### **B. Maple Valley**

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 outlined herein.

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

- A. Maple Valley will pay actual costs to provide services, including staff time, benefits and equipment. The cost of services provided for in Exhibit A at the time of execution of this Agreement is estimated at \$183,289 total for the years 2017-2020. The total to be billed to and paid by Maple Valley will not exceed this amount unless agreed to by the Parties in writing.
- B. The Parties agree to the following regarding billing and payment:
  1. King County will invoice Maple Valley for the actual cost of services provided on a semi-annual basis.
  2. Payment to King County for submitted invoices will be made by Maple Valley within forty-five (45) days of receipt of invoices.

**V. Effective Date, Duration, Termination, Amendment, Assignment, Entire Agreement, Financing, Agreement Supersedes Prior Agreements; Disposition of Property**

- A. This Agreement is effective upon signature by both Parties, and will remain in effect until March 31, 2021. Services performed prior to the date of execution of this Agreement are hereby ratified and confirmed as within the scope of the terms of this Agreement.
- 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. 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 this Agreement unless stated to be such through written approval by the Parties which shall be attached to this original Agreement.
- F. Funding or obligation under this Agreement is conditional upon appropriation by each of the Parties' legislative authorities of sufficient funds to support the activities described in this Agreement. Should such appropriation not be approved by the legislative authority of each Party, this Agreement will terminate on the last day for which appropriations to conduct activities under this Agreement have been made.
- G. No property will be acquired under this Agreement.

**VI. Indemnification and Hold Harmless**

Each Party shall protect, defend, indemnify, and hold harmless the other Party, its officers and officials acting within the scope of their office, 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 connection with activities conducted under this Agreement. Each Party agrees that its obligations under this paragraph extend to

any claim, demand, and/or cause of action, including damages, brought by, or on behalf of, any of the indemnifying Party's employees or agents for the indemnifying Party's own negligent acts or omission, or the negligent acts or omissions of the indemnifying Party's officials, officers, or employees. The provisions of this Section do not apply to any claim, demand, and/or cause of action, including damages, resulting from either Party's officers, officials, and employees acting outside the scope of their employment or office or acting in knowing violation of law. 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.

37 The indemnification provided for in this Article VI. shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 27th day of March, 2017.

Approved as to Form:

**King County:**

By: \_\_\_\_\_  
Title: Deputy Prosecuting Attorney

By: \_\_\_\_\_  
Title: King County Executive

Approved as to Form:

**City of Maple Valley:**

By:   
Title: City Attorney

By:   
Title: City Manager

Attest:

  
Shaunna Lee-Rice, City Clerk

any claim, demand, and/or cause of action, including damages, brought by, or on behalf of, any of the indemnifying Party's employees or agents for the indemnifying Party's own negligent acts or omission, or the negligent acts or omissions of the indemnifying Party's officials, officers, or employees. The provisions of this Section do not apply to any claim, demand, and/or cause of action, including damages, resulting from either Party's officers, officials, and employees acting outside the scope of their employment or office or acting in knowing violation of law. 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.

The indemnification provided for in this Article VI. shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 27th day of March, 2017.

Approved as to Form:

**King County:**

By: Joseph B. Norville  
Title: Deputy Prosecuting Attorney

By: John T. Bollen for...  
Title: King County Executive

Approved as to Form:

**City of Maple Valley:**

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

By: \_\_\_\_\_  
Title: City Manager

Attest:

\_\_\_\_\_  
Shaunna Lee-Rice, City Clerk

**Stormwater Pollution Prevention Technical Services  
Scope of Work**

**Purpose of Services**

King County will provide technical services as they relate to Stormwater Pollution Prevention requirements for the City of Maple Valley and local businesses within the City of Maple Valley. King County and the City of Maple Valley will consult with businesses on implementing appropriate Best Management Practices (BMPs) to prevent pollutants from entering the City's stormwater, surface water, and groundwater. Services will be provided in years 2017, 2018, 2019, and 2020. Services will be provided upon the City's request on a per-incident basis.

**Process**

The general process for provision of technical assistance will be as follows:

1. The City will identify each business to be contacted for possible Stormwater Pollution Prevention consultations.
2. The County will meet with the business owner/manager, tour the business site, and review BMPs that are appropriate to the business.
3. After an on-site consultation, County staff will draft, for the City's use, letters to the identified businesses outlining BMPs that the businesses should adopt. A specified timeframe in which to implement BMPs will be established. At the City's direction, the County may send the letters directly to the businesses.
4. The County will conduct follow-up site visits to confirm compliance/corrections have been made.
5. County staff will provide information to City staff regarding any code violations. Any code enforcement actions will be the sole responsibility of the City.
6. In addition, County staff may provide technical support to City staff investigating illicit discharges. This may include inspections, dye testing, sampling, etc. The City and County will confer on a case by case basis to determine the details of the assistance provided.

**Cost**

Total service costs, including laboratory analysis costs, are not to exceed a total of \$20,000 for the years 2017-2020, unless the Parties mutually agree to modify this amount.

**Scope of Work 2017-2020**  
**City of Maple Valley Lake Monitoring Services**

Under this Scope of Work, the King County Water and Land Resources Division Lake Stewardship Program (KC-LSP) will provide services to the City of Maple Valley (“City”) for monitoring water quality and quantity on a seasonal basis for Lake Wilderness and Lake Lucerne. Such services shall also be provided in Pipe Lake, which lies within the jurisdiction of both the City of Covington and the City of Maple Valley. The charges for these services shall be apportioned between the two cities. Maple Valley will be billed for 54% of the total program costs for these services and Covington will be billed for 46%.

Monitoring will include assuring the quality of the compiled data, providing pertinent information on data analyses, reporting back to the City and 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 problems, environmental best management practices, and ecosystem functions.

**Annual monitoring program:**

King County will train designated City staff and volunteers in the correct methods for measuring daily precipitation and lake water levels, for weekly measurements of surface water temperature and Secchi transparency, for observations on particles in the water, goose abundance, and for gathering pertinent information on lake use. The program will provide and maintain the proper equipment and consult and supervise on proper installation and use. Volunteers or City staff 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 or Excel spreadsheet templates for data reporting on a quarterly basis and will accept either completed field sheets or Excel data files in return.

**Seasonal monitoring program:**

A seasonal water quality monitoring program will be established with technical guidance and services being provided by KC-LSP. Water collection will occur biweekly from May through October for a total of 12 events per season. KC-LSP will train City staff and designated volunteers in the correct methods for water sample collection and storage, for measurements

of surface water temperature and Secchi transparency, for observations on particles in the water, goose abundance, and for gathering pertinent information on lake use. KC-LSP will provide proper sampling equipment and will be responsible for repair or replacement if necessary. KC-LSP 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.

Ten of the sampling trips will collect water one meter beneath the surface, and two will collect depth profiles, collecting water from one meter, as well as at the middle and near the bottom of the water column. Routinely measured water quality parameters will include total phosphorus, total nitrogen, and chlorophyll-*a*. Additional parameters measured during profile sampling events will include soluble reactive phosphorus, ammonia, nitrate, alkalinity and UV254 (water color).

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

The KC-LSP will enter all received data from monitors and the King County Environmental Lab into a database to be made available online on the King County Small Lakes Data webpage, 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 by the City, make management suggestions to the City or volunteers based upon the information.

A compilation of the data as part of the program's annual update will be delivered to City staff and cooperating volunteers within a reasonable time after the end of each year, as well as spreadsheets of the data in Excel format if requested by the City.

**Additional services and educational outreach**

Additional services and educational outreach on the nature and management of lake ecosystems will be provided to the City and volunteers in the form of specific literature research and reporting back, technical reports in addition to the annual update, community presentations, participation in educational events, or other methods and types of communication provided upon request by the City.

In order for King County to provide services to community groups, the group will need to get authorization from the City to pay for the services, after which the County and the City will agree via email on a scope of work and cost estimate. Actual costs will not exceed the cost

estimate unless authorized via email or other written form by the City. Costs include staff time plus outlay for significant materials, if needed.

**Harmful algal bloom (HAB) monitoring:**

In the event that harmful algal blooms require ongoing sample collection and analysis, King County will assist the City with sample delivery to the King County Environmental Laboratory. Additionally, should funding no longer be available through the Washington State Department of Ecology's toxic algae monitoring program, the City will be billed for toxin analysis costs, see unit costs below. This work will be billable to the City by the hour for staff time and on a per-sample basis for toxin analysis, if necessary, up to \$2500.00 annually as stated below. In the event that additional funding would be required to complete the requested work, a written agreement with a cost estimate shall be produced and signed by both Parties identifying the tasks and additional costs to be incurred.

**Budget:**

The charges set out below are set out for a four-year period and based upon staff salaries, lab costs, equipment, and indirect operating expenses.

**Annual/Seasonal Lake Monitoring**

	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	
<b>Lake Wilderness Seasonal WQ</b>	8,925	9370	9,835	10,325	
<b>Pipe Lake (54%) and Lucerne Seasonal WQ</b>	13,744	14,430	15,146	15,900	
<b>Lake Wilderness Annual WQ</b>	625	625	625	625	
<b>Total</b>	<b>23,294</b>	<b>24,425</b>	<b>25,606</b>	<b>26,850</b>	<b>100,175</b>

**Services Requiring Special Request**

	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>Additional Services</b>	3,500	3,500	3,500	3,500
<b>HAB Monitoring</b>	2,500	2,500	2,500	2,500

**Costs per Sample for HAB Testing Services**

	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>Microcystins by ELISA</b>	47	49	51	53
<b>Anatoxin-a by HPLC-MS/MS</b>	88	92	95	99

**Lake Wilderness Lake Management Technical Services  
Swimming Beach Monitoring Program Scope of Work  
2017 – 2020**

Under this scope of work, the King County Environmental Laboratory (“Laboratory”) will collect and evaluate water samples from the Lake Wilderness swimming beach for fecal coliforms. Samples will be collected weekly for 19 weeks, typically starting two weeks before Memorial Day and ending two weeks after Labor Day.

- Laboratory staff will collect the weekly sample and deliver it to the Laboratory for evaluation. Typically, swimming beach samples are collected and delivered by early afternoon each Monday during the swimming beach monitoring season.
- Analysis results will be posted to the King County Swimming Beach Monitoring Program website. King County will send an automatic e-mail to the City when data is reported to the web page, provided that the City furnish an appropriate e-mail address.
- If requested, the Laboratory will also prepare a Comprehensive Data Report for the City (Excel spreadsheet, standard Laboratory format) and transmit this file electronically within 30 days of sample collection.
- The cost of conducting the routine program for 2017 thru 2020 as described above is listed in the table below and includes sample collection and analysis during all 19 weekly events, calculation of geometric mean concentration, data posting, Comprehensive Data Report generation, if requested, and e-mail notification.
- If there are elevated counts (e.g., a single sample with a fecal coliform count >1000 CFU/100mL or a geometric mean count >200 CFU/100mL), or beach closure is recommended by the Public Health Department, additional sample collection and analysis may be recommended so that rising and falling contamination levels can be monitored. The Laboratory will conduct these analyses if the City of Maple Valley so requests.
- The collection, analysis and reporting for each additional sampling event will be charged at the rate shown for Resampling Costs. An event is considered to include collection of triplicate samples from the beach and testing for fecal coliforms.
- Optional qPCR testing services are available to help identify the source of contamination if high bacteria levels are detected. Unit and total estimated costs for each year are shown in the second table below.

**Budget**

<i>Lake Wilderness Swim Beach Routine Sampling</i>	<i>Events per year</i>	<i>Annual Routine Total</i>	<i>Resampling costs (3 samples per event)</i>	<i>Events per year</i>	<i>Annual Resampling Costs</i>	<i>Total Annual Cost</i>
<b>Year</b>			<b>Year</b>			
<b>2017</b> (cost /event \$335.61)	19	\$6,377	<b>2017</b> (cost/event \$527)	2	\$1,054	<b>\$7,431</b>
<b>2018</b> (cost/event \$350.00)	19	\$6,650	<b>2018</b> (cost/event \$549)	2	\$1,098	<b>\$7,748</b>
<b>2019</b> (cost/event \$364.32)	19	\$6,922	<b>2019</b> (cost/event \$572)	2	\$1,144	<b>\$8,066</b>
<b>2020</b> (cost/event \$379)	19	\$7,201	<b>2020</b> (cost/event \$594)	2	\$1,188	<b>\$8,389</b>
<b>GRAND TOTAL ALL YEARS</b>		<b>\$27,150</b>			<b>\$4,484</b>	<b>\$31,634</b>

<i>Human bacteroidales Cost per sample - year</i>	<b>2017</b> <b>\$176</b>	<b>2018</b> <b>\$183</b>	<b>2019</b> <b>\$191</b>	<b>2020</b> <b>\$198</b>	<b>Total</b>
Total per year (assume 10 samples per year)	\$1,760	\$1,830	\$1,910	\$1,980	\$7,480