

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

This Agreement is made and entered into by King County, Washington, hereinafter referred to as "King 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 (WLRD), will provide to the City technical services to support Maple Valley's surface water management-related activities. Specific services which the City requests and that the County agrees to provide are described in this Agreement as written scopes of work with cost estimates, attached to this Agreement as Exhibit A and incorporated herein and made a part hereof.

II. Administration; Dispute Resolution

- A. The provision of services under this Agreement will be managed for King County by the WLRD 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 WLRD 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 documented in Exhibit A.
2. King County's sole reporting obligations under the terms of this Agreement are to provide the results of the 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 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

Maple Valley will pay actual costs to provide services, including staff time, benefits and equipment. The cost of services documented on Exhibit A at the time of execution of this Agreement is estimated at \$197,572 total for the years 2008-2012.

A. The Parties agree to the following regarding billing and payment:

1. King County will invoice Maple Valley for 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, Method of Filing.

- A. This Agreement is effective upon signature by both Parties, and will remain in effect until March 31, 2013. Services performed prior to the date of execution of this Agreement are hereby ratified and confirmed.
- 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 the Agreement unless stated to be such through written approval by the parties which shall be attached to the original Agreement.
- F. Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council and the City Council, respectively, of sufficient funds to support the activities described in this Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.
- G. Upon its effective date, this Agreement shall supersede the Technical Services Agreement Between King County and the City of Maple Valley executed May 17, 2005, for provision of lake management services; and shall supersede the Technical Services Agreement Between King County and the City of Maple Valley executed September 16, 2005 for the provision of surface water-related technical services (the "Prior Agreements"). Services performed by King County up to the date of execution of this Agreement shall be compensated under the

Prior Agreements, according to the terms of each Agreement.

H. 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. 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.

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 30th day of June, 2008.

Approved as to Form:

King County:

By: _____

By: _____

Title: Deputy Prosecuting Attorney

Title: King County Executive

Approved as to Form:

City of Maple Valley:

By: _____

By:  _____

Title: City Attorney

Title: City Manager

Attest:

Irvinele Moni, City Clerk

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City of Maple Valley:

By: _____
Title: City Attorney

By: _____
Title: City Manager

Attest:

Irvalene Moni, City Clerk

Exhibit A
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 2008, 2009, 2010, 2011 and 2012.

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. County and City staff will meet with the business owner/manager, tour the business site and review BMPs that are appropriate to the business.
3. After the on-site consultation, County staff will draft, for the City's use, letters to the identified business outlining BMPs that the business must adopt. A specified timeframe in which to implement BMPs will be established.
4. County and City staff will conduct follow up site visits to confirm compliance/corrections have been made.
5. County staff will provide information to Maple Valley staff regarding any code violations. Any code enforcement actions will be the responsibility of the City of Maple Valley.

Cost Estimate

The total service costs will not exceed \$25,000 during years 2008, 2009, 2010, 2011, and 2012.

Exhibit A

Lake Wilderness Lake Management Technical Services

Scope of Work

Purpose of Services

King County WLRD will provide technical services as they relate to Lake Wilderness for review and comment of lake surveys and aquatic plant control options, permit review and comment, and to assist the City in preparation of Request for Proposal documents and review of proponent's submittals, and public education. Services will be provided in years 2008, 2009, 2010, 2011, and 2012.

1. Review and comment on the results of the twice-annual milfoil surveys and recommended treatment plans provided by an outside consultant for Lake Wilderness as part of the work for Lake Wilderness Lake Management. Suggest alternative treatment possibilities if desirable.
2. Review and comment on proposed consultant scopes of work, and evaluate responses to requests for proposals for procurement of consultants/contractors to implement the Integrated Aquatic Vegetation Management Plan.
3. Provide additional technical assistance and watershed stewardship education as requested by the Director of Public Works.
4. Review and comment on changes to the Aquatic Pesticide General National Pollution Discharge Elimination permit.

Cost Estimate

The total service costs will not exceed \$25,000 during years 2008, 2009, 2010, 2011, 2012.

Exhibit A

Lake Support Services 2008-2012

Scope of Work

Purpose of Services

King County Water and Land Resources Division will provide services through the Lake Stewardship Program (KC-LSP) to the City of Maple Valley for monitoring water quality and quantity on both an annual and seasonal basis for Lake Wilderness, Lake Lucerne, and a portion of Pipe Lake to develop historical data records and to evaluate trends in the lakes' water levels and water quality over time. KC-LSP will provide educational outreach for the City to citizens on an as-requested basis. Monitoring will include assuring the quality of the compiled data and providing pertinent information on analyses, reporting back to the city and citizen volunteers in a timely fashion and in a manner agreed upon by the Parties, and providing technical assistance to the City and the public on questions concerning water quality problems, environmental best management practices, and ecosystem functions. Services will be provided in years 2008, 2009, 2010, 2011, and 2012.

Annual monitoring program:

KC-LSP will train designated citizen volunteers or City staff in the correct methods of data collection for measuring daily precipitation and lake water levels, for weekly measuring of surface water temperature and Secchi transparency, for observing particles in the water and goose abundance, and for gathering pertinent information on lake use. The KC-LSP will provide and maintain the proper equipment and will be responsible for repair or replacement if necessary. KC-LSP will consult or supervise on proper equipment installation and use. The citizen volunteer 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 for data reporting on a quarterly basis and will accept either completed field sheets or electronic data files in return.

Seasonal monitoring program:

Sampling will occur biweekly from May through October for a total of 13 events per season. KC-LSP will train designated citizen volunteers or City staff in the correct methods of data collection

for water sample collection and storage, for measurements of surface water temperature and Secchi transparency, for observations on particles in the water and 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. The program will also provide all sample bottles and will pick up filled bottles at a designated site to deliver to the KC Environmental Labs for analysis.

Eleven of the sampling trips will focus on water just beneath the surface, and two trips will look at depth profiles, collecting additional samples of water from other depths. Routinely measured water quality parameters will include concentrations of total phosphorus, total nitrogen, and chlorophyll- α , with identification of the major species of algae present. Additional parameters during the profile sampling events will include soluble reactive phosphorus, nitrate, pH, alkalinity and UV254 (water color).

Database management, analysis, quality assurance, and reporting:

KC-LSP will enter all received data from monitors and the KC Environmental Labs into a database to be made available to the City at the end of each year, 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, make management suggestions to the City based upon the information.

A compilation of the data as part of the KC-LSP's annual report, as well as e-files of the data in excel format, will be delivered to City staff and cooperating citizen volunteers within a reasonable time after the end of each year. A presentation to the City Council or appropriate staff may be made, if requested, with time for discussion of pertinent issues.

Technical assistance and educational outreach:

Technical assistance and educational outreach on the nature and management of lake ecosystems will be provided to the City and citizens in the form of phone conversations, specific literature research and reporting back, technical reports other than the annual report that contain information and recommendations, community presentations, or other methods and types of communication provided upon request. Citizen groups will need authorization from the City in order to qualify for substantial services from the KC-LSP.

Cost Estimate:

The cost chart below is set out by year over a five-year period, with an assumed cost increase per year based upon increased staff salaries, indirect operating charges, lab costs, equipment, and mailing charges. The seasonal and annual monitoring elements will be covered by a flat fee on a per lake basis, to be paid annually. Technical Assistance and Educational Outreach will be billed on an annual basis based on actual staff and materials costs incurred, up to the \$2,540 annual limit given below.

2.54 lakes

Maple Valley

Cost Element	2008	2009	2010	2011	2012
Seasonal monitoring	\$14,884	\$15,628	\$16,410	\$17,231	\$18,092
Annual monitoring	\$1,250	\$1,313	\$1,378	\$1,447	\$1,519
Additional assistance	\$2,540	\$2,540	\$2,540	\$2,540	\$2,540
Total	\$18,674	\$19,481	\$20,328	\$21,218	\$22,151

Exhibit A

Lake Wilderness Lake Management Technical Services Swimming Beach Monitoring Program 2008 – 2012

Scope of Work

Purpose of Services

The King County Environmental Laboratory (“Laboratory”) will provide swim beach monitoring during summer months to determine levels of bacterial pollution and relative human health risks. The following services will be provided to the City of Maple Valley (“City”): collect and evaluate water samples from the Lake Wilderness swimming beach for fecal coliforms and *E. coli*. Samples will be collected weekly for approximately 19 weeks starting two weeks before Memorial Day in May and ending two weeks after Labor Day in September. Sample collection and analysis will be conducted during 2008 through 2012.

- 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 Tuesday during the swimming beach monitoring season.
- Analysis results will be posted to the King County Swimming Beach Monitoring Program website.
- 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.
- Cost of conducting the program during 2008 as described above is approximately \$5,548 including sample collection and analysis of samples during all 19 weekly events, calculation of geometric mean concentration, data posting, Comprehensive Report generation if requested and weekly e-mail notification regarding locations with elevated counts.
- During 2008, analysis and reporting for additional sampling events will be charged at \$292 per event. An event is considered to include collection and analysis of one sample for fecal coliforms and *E. coli*. Triplicate sampling, if required, will be charged at \$552 per event.
- Costs for succeeding years will be adjusted annually as part of the laboratory budget-setting cycle. Please see the table below for a listing of the estimated program costs from 2009 through 2012.
- 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 directs.

Cost Estimate:

The cost chart is set out by year over a five year period, with an assumed cost increase per year based upon increased staff salaries, indirect operating charges, field and laboratory costs and equipment. These annual costs represent a “not to exceed” number. Actual costs will be provided annually during the first quarter of each year.

**Swimming Beach
Monitoring Program**

Estimated Costs	2008	2009	2010	2011	2012
Annual cost of program	\$5,548	\$7,600	\$8,360	\$9,196	\$10,108
Additional sampling events	\$292	\$400	\$440	\$484	\$532
One triplicate sample event	\$552	\$552	\$552	\$552	\$552
TOTAL	\$6392.	\$8552	\$9352	\$10232	\$11192