

INTERAGENCY AGREEMENT

CITY OF SAMMAMISH AND CITY OF ISSAQUAH

LAUGHING JACOBS BASIN PLAN PROJECT

I. RECITALS.

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sammamish ("Sammamish"), and the City of Issaquah ("Issaquah"), (individually a "Party" and collectively the "Parties"), for the purposes set forth below.

WHEREAS, both Parties are political subdivisions of the State of Washington; and

WHEREAS, Sammamish and Issaquah desire to collaborate on the Laughing Jacobs Basin Plan Project ("Project") to develop a mutually beneficial basin plan for the Laughing Jacobs Basin ("Basin") that will identify and prioritize short and long-term actions to address flooding, erosion, water quality and fish and wildlife habitat with the goal of improving the overall health of the Basin; and

WHEREAS, the Basin drains an area approximately 3,600 acres within the incorporated areas of both Sammamish and Issaquah; and

WHEREAS, Sammamish has retained a consultant to prepare a basin plan for Laughing Jacobs Creek; and

WHEREAS, Issaquah participated in the consultant selection process performed by Sammamish.

WHEREAS, the Project will build upon previous work completed by King County as part of the 1994 East Lake Sammamish Basin Nonpoint Action Plan to address surface water quality, habitat degradation and nonpoint source pollution.

WHEREAS, Issaquah wishes to reimburse Sammamish for a portion of costs, commensurate with the amount of Basin area within Issaquah's jurisdictional boundaries, incurred by Sammamish under its consultant contract, including, but not limited to the tasks of project management, public outreach and advertisement, stream studies, and solution development; and

WHEREAS, both Parties wish to use the completed Basin Plan for their respective individual uses.

NOW, THEREFORE, in consideration of the covenants, assurances and mutual promises set forth herein, the Parties agree as follows:

II. AGREEMENT

A. Term.

This Agreement shall be effective upon signature of both Parties. Unless expressly stated otherwise in this Agreement, the terms, covenants, representations and warranties contained herein shall continue in force until both Parties have adopted the Laughing Jacobs Basin Plan Project ("Project") as complete, in writing, or until both Parties mutually consent in writing to termination of this Agreement, whichever is sooner.

B. Definitions.

For purposes of this Agreement, the following definitions shall apply.

1. Project means the Laughing Jacobs Basin Plan Project, which will investigate storm and surface water issues and develop preliminary solutions for the entire Basin area in both Issaquah and Sammamish.
2. Contract means the Professional Services Agreement entered into between Sammamish and Geosyntec Consultants ("Consultant") for completion of the Project as shown in Exhibit A.
3. Consultant means Geosyntec Consultants.
4. Project Completion means the date on which the City Council of Sammamish passes a resolution adopting the Project as complete

C. Public Outreach.

1. Sammamish will be the primary point of contact with the Consultant, coordinating with Issaquah on dates, times, and messaging of outreach events.
2. Sammamish shall coordinate public outreach as necessary to communicate open houses and other public events, solicit citizen input, and provide feedback to citizens.
3. A representative from each of the Parties shall participate in at least monthly coordination phone calls throughout the term of this Agreement.

D. Communication, Roles, and Responsibilities

1. A representative from each of the Parties shall participate in phone calls as needed, and at a minimum monthly, throughout the term of this Agreement.
2. Sammamish is responsible for administering the Consultant Contract, communicating supplemental agreements to Issaquah, administering supplemental agreements with the Consultant, and providing Consultant deliverables to Issaquah to review for input.

Sammamish will exercise its best efforts to give Issaquah at least two weeks to review any draft material.

3. Issaquah is responsible for providing input to supplemental agreements and other Consultant deliverables and shall exercise its best efforts to provide input to Sammamish within two weeks of receipt of said deliverables.

E. Project Funding and Payment.

1. Sammamish has negotiated a Contract with the Consultant for the amount of \$328,860, which covers a defined scope of services for the Project, as shown in Appendix A. This includes the tasks of Project Management, Watershed Characterization, Public Outreach Support, Water Quality Monitoring, Problems and Opportunities Identification, Hydrologic and Hydraulic Modeling, Project Identification and Prioritization, Conceptual Design, and the Basin Plan Report.

2. After Sammamish negotiated a Contract with the Consultant, Issaquah indicated it would like to contribute financially to the Project, as there are environmental benefits realized in the Issaquah portion of the Basin from improvements in the Sammamish portion of the Basin.

3. The portion of the Basin in Issaquah has been determined to be approximately 10% of the total area tributary to Laughing Jacobs Creek.

4. Issaquah shall provide funding equal to 10% of the Consultant Contract, or approximately \$32,800 up to a maximum of \$40,000. Any increase in the current contract amount that results in Issaquah's share exceeding \$32,886 must be approved by both parties before the contract is amended. These funds will be applied to additional agreed-upon scope within the tasks of Public Outreach Support, Conceptual Design, and the Basin Plan Report.

5. Sammamish will be responsible for paying all Consultant invoices. Once Sammamish has received a Consultant invoice, Sammamish will send a request for payment along with a copy of the invoice to Issaquah. Issaquah will process the request and provide payment in accordance with the standard practices used to process other invoices received by Issaquah.

6. Sammamish has a budget of \$328,860 to fund the original scope of work in the Contract.

7. Sammamish will administer the original contract and, if needed, shall develop supplemental agreements with the Consultant to document the additional scope of work.

8. Both parties shall be provided with all Consultant documentation, including but not limited to calculations and supporting information upon request from the Consultant.

9. Following Project completion, both Parties reserve the right to separately contract with the Consultant for additional work associated with their respective jurisdictions.

10. If a situation arises where one Party requests additional work solely for the benefit of one Party, the costs associated with the additional work done will be borne by that party.

11. The final Plan shall indicate that the Plan was developed for the benefit of both parties. Once the Project is complete, each party shall assume independent ownership of the final Plan for its own independent use.

F. Indemnification and Hold Harmless.

1. Each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages ("Claims"), of whatsoever kind arising out of, or in connection with, or incident to the exercise of any rights or obligations under this Agreement by the indemnifying party, including any negligent acts or omissions, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors and subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents.

2. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, their officers, officials, employees, or agents, a Party's liability hereunder shall be only to the extent of the Party's, its officers', officials', employees' or agents' negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

3. Ownership. Once the project is complete, each City shall assume independent ownership of the final Basin Plan for its own independent uses.

4. Each party agrees to maintain policies of insurance, or a program of self-insurance, responsive to all of its liability exposures under this Agreement.

5. The provisions of this section shall survive the expiration or termination of this Agreement.

G. Notice. Any notice provided for herein shall be sent to the respective parties at:

City of Sammamish:
Danika Globokar, P.E.
Senior Stormwater Engineer
801 228th Ave SE

Sammamish, 98075
425-295-0567
dglobokar@sammamish.us

City of Issaquah:
Allen Quynn, P.E.
Senior Stormwater Engineer
1775 12th Ave NW
Issaquah, WA 98027
425-837-3439
Alleng@issaquahwa.gov

H. General.

1. This Agreement contains the entire agreement of the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either Party. This Agreement may be amended only in writing, signed by both Parties. Either Party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

2. Nothing contained herein is intended to, nor shall be construed to create any rights in any third-party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third-party. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the County and not for the benefit of any other party.

3. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.

4. 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 attorney fees, expert witness fees, and costs of suit from the other Party.

5. This Agreement shall be effective whether signed by both Parties on the same document or whether signed in counterparts.

6. The Recitals set forth above are incorporated herein in full by this reference. Nothing herein shall be construed to create a partnership or joint venture between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last written below.

CITY OF SAMMAMISH



Rick Rudometkin
City Manager, City of Sammamish

July 17, 2019
Date

CITY OF ISSAQUAH



Mary Lou Pauly
Mayor, City of Issaquah

6-25-19
Date