

Approved: 02/28/2024

Effective: 03/10/2024

SNOHOMISH COUNTY COUNCIL  
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 24-003

APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE  
TO SIGN THE INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND SNOHOMISH CONSERVATION DISTRICT FOR THE SKYKOMISH  
RIPARIAN AGROFORESTRY FEASIBILITY, SWANS TRAIL SLOUGH, AND  
COMMUNITY ENGAGEMENT, OUTREACH AND EDUCATION PROJECTS IN  
THE STILLAGUAMISH BASIN

WHEREAS, the National Oceanic and Atmospheric Administration (NOAA) awarded federal Habitat Conservation Grant funds to the Washington Department of Fish and Wildlife (WDFW), Award No. NA23NMF4630090 (the "NOAA Grant") for work on a series of projects and activities described in the proposal entitled "Transformational Chinook Recovery in Whidbey Basin North and South" (the "NOAA Award Proposal"); and

WHEREAS, WDFW awarded a portion of the NOAA Grant funds in the amount of Four Million Seven Hundred Thousand One Hundred Thirty dollars (\$4,700,130.00) to Snohomish County (the "County") as a sub-recipient in WDFW Grant Agreement No. 23-22747 (the "County Grant") to implement certain NOAA Award Proposal projects as well as to sub-award and perform grant administration for other projects in the South Whidbey Basin; and

WHEREAS, the County Council authorized the County Executive to execute the County Grant and a sub-award agreement with Adopt-A-Stream Foundation to implement certain NOAA Award Proposal projects through Motion Nos. 23-332 and 23-537; and

WHEREAS, the County Grant also identifies the Snohomish Conservation District (the "District") as a sub-awardee and requires the County to enter into an agreement to pass through NOAA Grant funds in the amount of Seven Hundred Twenty-Five Thousand Dollars (\$725,000.00) to the District for the following NOAA Award Proposal projects: Skykomish Riparian Agroforestry Feasibility, Swans Trail Slough, and Community Engagement, Outreach, and Education in the Stillaguamish Basin; and

WHEREAS, the County and the District have negotiated the terms of an interlocal agreement, as authorized by the Interlocal Cooperation Act, chapter 39.34 RCW, and attached to this ordinance as Exhibit A; and

WHEREAS, the District has available staff and resources to complete the tasks specified in the interlocal agreement; and

ORDINANCE NO. 24-003

APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE  
INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND  
SNOHOMISH CONSERVATION DISTRICT FOR THE SKYKOMISH RIPARIAN  
AGROFORESTRY FEASIBILITY, SWANS TRAIL SLOUGH, AND  
COMMUNITY ENGAGEMENT, OUTREACH AND EDUCATION PROJECTS IN  
THE STILLAGUAMISH BASIN

1 WHEREAS, the County Council held a public hearing on February 28, 2024,  
2 to consider approving and authorizing the County Executive to sign the interlocal  
3 agreement on the County's behalf;

4  
5 NOW, THEREFORE, BE IT ORDAINED:  
6

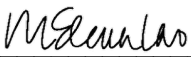
7 Section 1. The County Council hereby adopts the foregoing recitals as  
8 findings of fact and conclusions as if set forth in full herein.  
9

10 Section 2. The County Council approves and authorizes the County  
11 Executive, or his designee, to execute the *Interlocal Agreement Between Snohomish*  
12 *County and Snohomish Conservation District for the Skykomish Riparian*  
13 *Agroforestry Feasibility, Swans Trail Slough, and Community Engagement, Outreach*  
14 *and Education Projects in the Stillaguamish Basin* in the amount of \$725,000 in the  
15 form substantially attached hereto as Exhibit A.  
16

17 Section 3. The County Council further authorizes the Director of the  
18 Snohomish County Department of Conservation and Natural Resources to request,  
19 authorize and execute amendments to the interlocal agreement described in Section  
20 2, on behalf of the County without the need to obtain additional approvals from the  
21 County Council or the County Executive.  
22

23 PASSED this 28<sup>th</sup> day of February, 2024.  
24

25  
26 ATTEST:

27   
28 \_\_\_\_\_  
29 Deputy Clerk of the Council  
30

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington


  
\_\_\_\_\_  
Council Chair

31  
32 (X) APPROVED  
33

DATE: February 29, 2024  
\_\_\_\_\_

34 ( ) EMERGENCY  
35

36 ( ) VETOED  
37

  
\_\_\_\_\_  
Dave Somers  
County Executive

38  
39 ATTEST:   
40 \_\_\_\_\_  
41

42 Approved as to form only:

43   
44 \_\_\_\_\_ 01/08/2024  
45 Deputy Prosecuting Attorney

ORDINANCE NO. 24-003  
APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE  
INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND  
SNOHOMISH CONSERVATION DISTRICT FOR THE SKYKOMISH RIPARIAN  
AGROFORESTRY FEASIBILITY, SWANS TRAIL SLOUGH, AND  
COMMUNITY ENGAGEMENT, OUTREACH AND EDUCATION PROJECTS IN  
THE STILLAGUAMISH BASIN

**EXHIBIT A**

to

**ORDINANCE NO. 24-003**

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND  
SNOHOMISH CONSERVATION DISTRICT FOR THE SKYKOMISH  
RIPARIAN AGROFORESTRY FEASIBILITY, SWANS TRAIL SLOUGH, AND  
COMMUNITY ENGAGEMENT, OUTREACH AND EDUCATION PROJECTS  
IN THE STILLAGUAMISH BASIN

*[See Attached]*

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND SNOHOMISH  
CONSERVATION DISTRICT FOR THE SKYKOMISH RIPARIAN AGROFORESTRY  
FEASIBILITY, SWANS TRAIL SLOUGH, AND COMMUNITY ENGAGEMENT,  
OUTREACH AND EDUCATION PROJECTS IN THE STILLAGUAMISH BASIN

Date of Execution through April 30, 2027

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This Interlocal Agreement Between Snohomish County and the Snohomish Conservation District for the Skykomish Riparian Agroforestry Feasibility, Swans Trail Slough, and Community Engagement, Outreach, and Education in the Stillaguamish Basin Projects (this “Agreement”), is made by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the Snohomish Conservation District, a governmental subdivision of the State of Washington established pursuant to chapter 89.08 RCW (the “District”).

**RECITALS**

- A. The District was formed pursuant to chapter 89.08 RCW, the Conservation Districts Law, to undertake a variety of activities relating to the conservation, responsible use and management of the County’s natural resources;
- B. The District’s boundaries include all unincorporated Snohomish County and portions of individual cities within the County;
- C. The National Oceanic and Atmospheric Administration (NOAA) awarded federal Habitat Conservation Grant funds to the Washington Department of Fish and Wildlife (WDFW), Award No. NA23NMF4630090 beginning May 1, 2023 (the “NOAA Grant”) for work on a series of projects and activities described in the proposal entitled “Transformational Chinook Recovery in Whidbey Basin North and South;”
- D. WDFW awarded a portion of the NOAA Grant funds in the amount of Four Million Seven Hundred Thousand One Hundred Thirty dollars (\$4,700,130.00) to Snohomish County as a sub-recipient in WDFW Grant Agreement No. 23-22747 (the “County Grant”) to implement certain proposal projects as well as to sub-award and perform grant administration for other projects in the South Whidbey Basin;
- E. The County Grant identifies the District as a sub-awardee and requires the County to enter into an agreement to pass through NOAA Habitat Conservation Grant funds in the amount of Seven Hundred Twenty-Five Thousand Dollars (\$725,000.00) to the District for the following South Whidbey Basin projects: Skykomish Riparian Agroforestry Feasibility, Swans Trail Slough, and the Community Engagement, Outreach, and Education in the Stillaguamish Basin;

- F. Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies, including the County and the District, to enter into cooperative agreements to make the most efficient use of their respective resources;
- G. This Agreement is made pursuant to and shall be governed by the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the District agree as follows:

## **1. PURPOSE OF AGREEMENT**

The County received NOAA Habitat Conservation Grant funding from WDFW as part of the “Transformational Chinook Recovery in Whidbey Basin North and South” proposal through the County Grant to implement certain projects as well as to sub-award and perform grant administration for other projects in the South Whidbey Basin. The purpose of this Agreement is to sub-award a portion of the grant funding and to contract with the District for services to implement the Skykomish Riparian Agroforestry Feasibility, Swans Trail Slough, and the Community Engagement, Outreach, and Education in the Stillaguamish Basin Projects described in Appendix A (the “Scope of Work”), attached hereto and incorporated herein by this reference. The source of funds for this Agreement is the County Grant, attached hereto as Appendix E and incorporated herein to the extent referenced by this Agreement. Summary information of the NOAA Grant Award No. NA23NMF4630090 with the County as a pass-through entity is attached hereto as Appendix D.

## **2. DURATION OF AGREEMENT**

- A. The term of this Agreement is the date of execution through April 30, 2027 (the “Term”) unless extended or terminated as provided herein. The County’s obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter. In the event funding becomes unavailable for work to be performed pursuant to this Agreement, all work shall terminate in accordance with provisions of this Agreement upon the last day of funding.
- B. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County’s Interlocal Agreements website (the “Effective Date”). Notwithstanding the Effective Date of this Agreement, all activities described in Appendix A to this Agreement that are performed after the NOAA Grant award date of May 1, 2023, shall be eligible for funding under this Agreement.

### **3. SCOPE OF WORK**

- A. The District shall furnish the necessary personnel, equipment, material, parts, and/or services and otherwise to do all the things necessary for or incidental to the performance of work set forth in Appendix A
- B. The District will not be required to perform work for the County in excess of work specified in the Appendices except by mutual agreement to a written amendment to this Agreement.

### **4. PERFORMANCE**

The District agrees to satisfy all aspects of this Agreement, including the Appendices, in a timely and professional manner. At any time that the District cannot fulfill its responsibilities under this Agreement, the District shall notify the County thereof in writing, together with an explanation of why said responsibilities cannot be fulfilled. Failure to perform shall be cause for the County to terminate. A decision by the County not to terminate after a failure by the District to meet its responsibilities shall not constitute a waiver of the right to terminate based on such failed responsibility nor a forfeiture of the County's right to terminate in the future.

### **5. SUBCONTRACTING**

- A. The District shall not enter into any subcontracts for any of the work contemplated under this Agreement without the prior written approval of the County. In no event shall the existence of the subcontract operate to release or reduce the liability of the District to the County for any breach in the performance of the District's duties. This clause does not include contracts of employment between the District and personnel assigned to work under this Agreement.
- B. The District is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement and the County Grant are carried forward to any subcontracts. The District and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the County or as provided by law.
- C. If, at any time during the progress of the work, the County determines in its sole judgment that any subcontractor is incompetent, the County shall notify the District, and the District shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by the County of any subcontractor or the termination of a subcontractor shall not relieve the District of any of its responsibilities under this Agreement, nor be the basis for additional charges to the County.

## **6. ADMINISTRATION OF AGREEMENT**

Each party to this Agreement shall designate an individual who may be designated by title or position to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Surface Water Management  
Attn. Darcy Hughes  
Snohomish County Dept. of Conservation  
and Natural Resources  
3000 Rockefeller Ave, M/S 303  
Everett, WA 98201

District's Initial Administrator:

Executive Director  
Snohomish Conservation District  
528 91<sup>st</sup> Ave NE, Suite A  
Lake Stevens, WA 98258

Either party may change its administrator at any time by sending notice of such party's new administrator to the other party's administrator.

## **7. MONITORING**

- A. The County shall monitor the performance of the District's work under this Agreement. The County shall examine work product, quarterly reports and invoices submitted by the District, and shall render decisions concerning acceptability of work and payment of invoices. In the event that the District makes a written request for information from the County relative to completion of the District's work, the County shall respond either by providing such information, if available, within a reasonable time period, or by providing a rationale for the County's inability to provide such information.
- B. Upon the District's submittal of any report, invoice or other information required by the scope of work, the County may accept, reject, request modifications to, or request additions to the work, as the County deems appropriate.

## **8. COMPENSATION**

- A. The County will reimburse the District for work accomplished pursuant to this Agreement and the budget as set forth in Appendix B to this Agreement. Reimbursement for such work will not be made until the work is accepted by the County. The District shall include a progress report which itemizes the District's total work with an hourly rate apportioned amongst the various tasks as detailed in Appendix B. The hourly rate shall include salary and fringe benefits only. The sum of work performed by the District pursuant to this Agreement shall be invoiced as described in Section 9 of this Agreement.
- B. In no event shall the compensation to be provided under this Agreement exceed **\$725,000**.

- C. The County does not guarantee funding beyond the 2024 calendar year. Future funding will be governed by performance, availability of funds in view of competing demands, and value of products generated.
- D. The source of funds for this Agreement is the County Grant, attached as Appendix E. Such funds shall be used only in fulfilling work specified in Appendix A. If a reduction of funds occurs, the County may unilaterally terminate all or part of this Agreement or may reduce the scope of work detailed in Appendix A.

## **9. INVOICING AND PAYMENT**

- A. The District shall submit all invoices quarterly, accompanied by a quarterly progress report, to:

Department of Conservation and Resources  
Surface Water Management  
Attn: Connie Price, Contract Specialist  
3000 Rockefeller Ave., M/S 303  
Everett, WA 98201

**Email to: [SWMContracts@snoco.org](mailto:SWMContracts@snoco.org)**

- B. An example of the detail required for each invoice submittal is included in Appendix C to this Agreement.
- C. Invoices shall be submitted within thirty (30) days of the end of the first three quarters, and within ten (10) days of the end of the last quarter. Said invoices shall be for services performed in fulfillment of this Agreement and shall include an accounting of time spent on tasks identified in Appendix A. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.
- D. The County will provide reimbursement within thirty (30) days of accepting work detailed in a written invoice, provided the report clearly identifies work performed and costs incurred, and that the work as specified in Appendix A has been accomplished.

## **10. CERTIFICATION REGARDING FEDERAL DISBARMENT AND SUSPENSION**

Funding for this Agreement is provided through federal funding sources. The District, by signing this Agreement, certifies that neither it nor its “principals” (as defined in 49 CFR 29.105) is presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The District agrees not to enter into any arrangements or other contracts in connection with this Agreement with any party that is on the “List of Parties Excluded



from Federal Procurement or Non-procurement Programs” which can be found at <https://www.sam.gov>.

## **11. AUDIT AND INSPECTION**

The District shall maintain records pursuant to this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The District’s records shall be available for inspection and audit by the County, the State Auditor, federal auditors, and any persons duly authorized by the parties. The District shall preserve and make such records available to said parties until expiration of six (6) years from the date of final payment under this Agreement.

## **12. ENTIRETY OF AGREEMENT**

This Agreement constitutes the entire agreement between the County and the District and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the County and the District with regards to the instant subject matter except as expressly set forth in this instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

## **13. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be altered or amended by mutual agreement of both parties. Such alterations or amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **14. TERMINATION**

- A. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the County may, without advance notice and without liability for damages, terminate this Agreement by providing written notice to the District. The termination shall be effective on the date specified in the termination notice. The District shall continue to perform their obligations through the date of termination. The obligation of the County to make final payment shall survive the termination of this Agreement.
- B. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

- C. The County and District may terminate this Agreement by written, mutual consent of both parties with thirty (30) days' notice to be given by either party unless other timing is mutually agreeable. Both parties shall continue to perform their obligations through the date of termination.

## **15. RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

## **16. RIGHTS AND REMEDIES**

- A. In no event shall any payment by the County to the District constitute a waiver by the County of any breach of covenant or any default that may exist on the part of the District. The making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any of the County's rights and remedies, hereby expressly recognized, to recover payments or portions thereof, to which the District was not entitled under this Agreement, where any payments were made by mistake, or to pursue any other remedy available to the County with respect to breach or default of this Agreement.
- B. In the event the County terminates this Agreement pursuant to Sections 14, the County will not be held liable for any monetary loss incurred by the District due to termination.

## **17. HOLD HARMLESS**

- A. The District agrees to protect, defend and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the District, its officials, employees and agents in performing this Agreement except for those arising out of the negligence of the County. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the District, and the District, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- B. In the event that the County incurs any judgment, award and/or cost including reasonable attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs

shall be recoverable from the District. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

- C. Nothing contained within this Section shall affect and/or alter the application of any other term or condition of this Agreement. This hold harmless agreement and waiver of immunity was mutually and expressly negotiated and agreed between the County and the District. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

## **18. RELATIONSHIP TO EXISTING LAWS**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Any provisions of the Grant funding associated with the Agreement;
3. Statement of Work; and
4. Any other provisions of the Agreement, including materials incorporated by reference.

The parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

## **19. NONASSIGNMENT**

The District shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent by the County.

## **20. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the Agreement as determined by the County.

## **21. INSURANCE**

The District shall carry 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 District, its agents, representatives, employees or subcontractors. Annual proof of insurance will be submitted to the County. Such

insurance shall name the County as an additional insured and shall not be reduced or canceled without thirty days prior written notice to the County.

No Limitation. The District's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the District to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

The District shall obtain insurance of the types described below:

A. Minimum Scope and Limits of Insurance. The District shall maintain coverage at least as broad as, and with limits no less than:

- (i) General Liability: \$ 1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$ 2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;
- (ii) Automobile Liability: \$ 1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
- (iii) Workers' Compensation: Statutory requirements of the state of residency; and
- (iv) Employers' Liability or "Stop Gap" coverage: \$ 1,000,000.

B. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except Workers Compensation are to contain, or be endorsed to contain, the following provisions:

- (i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the District in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Agreement.**
- (ii) The District's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the District's liability to the County and shall be the sole responsibility of the District

(iv) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) calendar days' prior written notice, has been given to the County.

(v) Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time any of the foregoing policies fail to meet minimum requirements, the District shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

## **22. INDEPENDENT CONTRACTOR**

The District will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the District is not entitled to any benefits or rights enjoyed by employees of the County. The District specifically has the right to direct and control the District's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance.

## **23. PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW.

## **24. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

## **25. MISCELLANEOUS**

A. No obligation in this Agreement shall limit the District in fulfilling its responsibilities otherwise defined by law.

B. No obligation in this Agreement shall limit the County in fulfilling its responsibilities otherwise defined by law.

IN WITNESS WHEREOF, the County and the District have executed this Agreement as of the date first above written.

**THE COUNTY:**

Snohomish County, a political subdivision  
of State of Washington

By Harper, Lacey Digitally signed by Harper,  
Lacey  
Date: 2024.02.29  
09:31:54 -08'00'  
County Executive \_\_\_\_\_ Date \_\_\_\_\_

**THE DISTRICT:**

A Governmental Subdivision of the State of  
Washington

By Linda Lyshall Digitally signed by Linda  
Lyshall  
Date: 2024.03.05  
08:26:42 -08'00'  
\_\_\_\_\_  
Title: Executive Director \_\_\_\_\_ Date \_\_\_\_\_

**Approved as to Form:**

Kraft-Klehm, Jessica Digitally signed by Kraft-  
Klehm, Jessica  
Date: 2024.01.08  
13:01:40 -08'00'  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**Approved as to Insurance Provision:**

Barker, Sheila Digitally signed by Barker,  
Sheila  
Date: 2024.01.18  
07:41:42 -08'00'  
\_\_\_\_\_  
Risk Management

## APPENDIX A SCOPE OF WORK

### DESCRIPTION:

Funds in the amount of \$725,000 will be allocated to the Snohomish Conservation District (the “District”) as a Sub-Awardee of a NOAA Conservation Grant through WDFW Grant Agreement No. 23-22747 (the “County Grant”) in support of the Transformational Collaborative Chinook Recovery in Whidbey Basin North and South. The District will implement the Skykomish Riparian Agroforestry feasibility project, advance the Swans Trail Slough project, and lead Community Engagement, Outreach, and Education activities in the Stillaguamish Basins.

### TASK 1: GRANT ADMINISTRATION AND REPORTING

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The District will prepare and submit Progress Reports, invoicing, and Final Reports as follows:

- The District shall work directly with Washington Department of Fish and Wildlife (WDFW) Estuary and Salmon Recovery Program (ESRP) and the National Oceanic and Atmospheric Administration (NOAA) to develop NOAA Progress Reports for the Skykomish Riparian Agroforestry Project, Swans Trail Slough restoration project, and Community Engagement, Outreach, and Education activities, including report content that describes project milestones and activities.
- The District will submit NOAA Progress Reports and Final Reports as directed by WDFW and as scheduled in the table below and provide copies to Snohomish County.
- Snohomish County grant support staff and technical staff may advise the District on any reporting outputs required by WDFW and NOAA, as appropriate or if requested by WDFW.
- The District will submit project invoicing directly to Snohomish County under the terms of this Agreement and Appendix B.
- Snohomish County will work with WDFW to ensure the work performed under this Agreement adheres to NOAA award policies and applicable federal laws.

Deliverable	Deliverable Description	Due
1.1	NOAA Progress Reports	Bi-Annually: April and October
1.2	Invoicing due to County	Quarterly
1.3	Final Report	End of project or 4/30/2027

**NOAA Grant = \$38,000**

## TASK 2: SKYKOMISH RIPARIAN AGROFORESTRY

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The goal of the Skykomish Riparian Agroforestry project is to incorporate agroforestry strategies and elements into the design of restoration projects in the Skykomish River Basin to develop biodiverse riparian forests with higher social, cultural, and economic value that benefit landowners and communities. The District will leverage agricultural resources to support integrated riparian restoration projects and will work with stakeholders to design and prototype appropriate riparian forest cultivation and management. The District will develop mechanisms so that people can visit, contribute directly to restoration, and learn about river and forest ecology. The District's aim is to shift riparian forest restoration from an underfunded intervention in a neglected landscape, to a community-building effort that strengthens rural economies with riparian forest designs that produce native plant seeds, cuttings and divisions to support restoration, and generate food, floral, craft and medicinal products for specialty markets.

- The District will work directly with WDFW Estuary and Salmon Restoration Program (ESRP) to develop a draft and final Agroforestry Project Plan and provide copies of each to Snohomish County. Snohomish County may advise on the plan contents as appropriate or if requested by WDFW.
- The District will work with NOAA, Tulalip Tribes, and other South Whidbey partners as applicable, agricultural lessees, and property owners involved in the agroforestry work to develop public workshops and learning or engagement opportunities.

Deliverable	Deliverable Description	Due to WDFW and County
2.1	Draft Agroforestry Restoration Program Plan	6/10/2024
2.2	Final Agroforestry Restoration Program Plan	10/31/2024

**NOAA Grant = \$337,000**

## TASK 3: SWANS TRAIL SLOUGH

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The Swans Trail Slough Multi-benefit Project is located in the Snohomish Estuary adjacent to Chinook Marsh. The District is working with Drainage Improvement District 13 (a 580-acre agricultural District with over 400 acres of prime commercial farmland) to implement off-channel habitat restoration to increase habitat availability and quality for juvenile salmon and increase agricultural resilience to climate change. The project is located along Swans Trail Slough, a natural drainage/distributary slough to the Snohomish River. If the current preferred alternative is constructed (Alternative 2 in the Conceptual Design Report 2021), this project will implement 1.3 miles of channel length and between 10 and 35 acres of tidal wetland/slough habitat restoration.

The District will perform the following work to advance the project under this Agreement:

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- Development and completion of final designs based on the preliminary design products for the Preferred Alternative (Alternative 2 in the Conceptual Design Report 2021).
- Continue stakeholder and landowner engagement.
- Coordinate with Snohomish County on any public hearings, public workshops, or other community/public engagement initiatives that may occur related to the Chinook Marsh restoration project.
- Develop permit applications and obtain all necessary permits and approvals for any early action construction activities identified through the preliminary and final design phases.
- No construction or restoration work is anticipated to occur for this project under this Agreement.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due to County</b>
3.1	Swans Trail Slough Restoration Project Final design for any early action construction activities identified through design phases; signed and sealed by Washington State-licensed engineer.	9/30/2026
3.2	Swans Trail Slough Restoration Project permit applications, including supporting documentation, for any early action construction activities identified through design phases.	6/30/2026

**NOAA Grant = \$270,000**

#### **TASK 4: COMMUNITY ENGAGEMENT, OUTREACH, AND EDUCATION**

The District will manage community engagement, outreach, and education activities in the Stillaguamish Basin through an interlocal agreement with Snohomish County for the duration of this Agreement, at least three years, as follows:

- The District will work directly with WDFW ESRP to develop a draft and final Outreach Plan and provide copies of each to Snohomish County. Snohomish County may advise on the plan contents as appropriate or if requested by WDFW.
- The District will provide, either directly or through a consultant, facilitation support, technical advice coordination, and multi-partner strategic communication and capacity planning services to the Stillaguamish Basin Integration/Implementation Team (IT).
- The District (or consultant) will work with the Snohomish Basin IT (or their consultant) to coordinate a minimum of three (3) “Disappearing Task Groups” (DTG):
  - At least two (2) DTGs focused on the Swans Trail Slough restoration project; and
  - At least one (1) DTG focused on agroforestry and that includes both Snohomish Basin IT and Stillaguamish Basin IT members.
- The District (or consultant) will coordinate a minimum of eight (8) Stillaguamish IT meetings.

- The District (or consultant) will produce Stillaguamish Basin IT project pipeline document and maps describing and depicting the location of pipeline projects and initiatives.

<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Due to WDFW and County</b>
4.1	Draft Outreach Plan	6/30/2024
4.2	Final Outreach Plan	12/31/2024
4.3	Executed agreement with consultant for Stillaguamish IT support with detailed scope of work	6/30/2024

**NOAA Grant = \$80,000**

## APPENDIX B BUDGET

This Appendix B Budget includes an estimated breakdown of project costs. The parties acknowledge that the estimated quantity of hours for each labor category may change. Appendix C is an example of the detail required for each invoice submittal.

**Table 1 - Summary of Total Project Cost**

<b>Task</b>	<b>Task Title</b>	<b>Cost</b>
<b>1</b>	Grant Administration and Reporting	\$38,000
<b>2</b>	Skykomish Riparian Agroforestry	\$337,000
<b>3</b>	Swans Trail Slough	\$270,000
<b>4</b>	Community Engagement, Outreach, and Education	\$80,000
	<b>TOTAL</b>	<b>\$725,000</b>

### DISTRICT HOURLY RATES

**Table 2– Maximum Hourly Compensation Rates**

<b>Position Title</b>	<b>Rate*</b>
Administrative/Accounting Assistant	\$71.00
Engineer	\$151.00
Executive Director	\$133.00
Financial Coordinator	\$70.00
IT Administrator	\$78.00
Outreach Specialist/Project Coordinator	\$75.00
Program Director/Program Manager	\$119.00
Resource Planner/Project Manager	\$93.00
Technician / Crew Member	\$59.00

### CONTRACTOR FEES

**Table 3 – Contractor Estimated Reimbursement**

<b>Task</b>	<b>Description</b>	<b>Estimated Amount</b>
<b>2 – Skykomish Riparian Agroforestry</b>	<b>WCC Crew and IP and other contract restoration field crews</b>	<b>\$60,000</b>
<b>3 – Swans Trail Slough</b>	<b>Permitting and Design</b>	<b>\$205,000</b>
<b>4- Community Engagement, Outreach and Education</b>	<b>Stillaguamish IT Consultant</b>	<b>\$40,000</b>

**\*Note actual contractor expenses will be used and backed up with copies of invoices.**

## REIMBURSABLE COSTS

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Copies/Printing	At Cost
Workshop/Presentation Supplies	At Cost
Advertisement Fees	At Cost
Venue Fees	At Cost
Permit Fees	At Cost
Supplies, tools, portable toilet rentals, and materials	At Cost

These expenses will be listed on invoices as task expenses and will be reimbursed based on actual costs. Backup documentation of charges will be required prior to reimbursement.

Any other Reimbursable Costs not included in the list above shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.

## APPENDIX C INVOICE DOCUMENTS

The following are examples only of the kind of information needed when billing for reimbursement and reporting match for this Agreement.

**District invoices** will clearly communicate ILA Task Numbers associated with charges, and include sufficient backup documentation for billing and audit purposes, such as:

### **Task 1 – Grant Administration and Reporting**

#### ***Reimbursement***

<i>Payee</i>	<i>Position Title</i>	<i>Description</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
J. Doe	Project Manager					

**APPENDIX D**  
**NOAA AWARD NA23NMF4630090**

Summary information of federal award with Snohomish County as a pass-through entity (2 CFR 200.332) :

- a. Subrecipient name: Snohomish Conservation District
- b. Subrecipient's unique entity identifier: CA3LBF7KWND3
- c. Federal Award Identification Number (FAIN): NA23NMF4630090
- d. Federal Award Date: 5/10/2023
- e. Subaward Period of Performance Start and End Date: 05/01/2023-04/30/2027
- f. Subaward Budget Period Start and End Date: 05/01/2023-04/30/2027
- g. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$725,000
- h. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$725,000
- i. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$725,000
- j. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):  
The Washington State Department of Fish and Wildlife (WDFW), in partnership with the Tulalip Tribe, The Stillaguamish Tribe of Indians, Snohomish Conservation District, Snohomish County, The Nature Conservancy, American Rivers, and the Adopt-A-Stream Foundation (together identified as the South Whidbey Basin Partnership), will complete a suite of geographically connected state and tribally-lead large scale restoration projects necessary for the recovery of the two southern rivers in the basin, the Snohomish and Stillaguamish Rivers within Snohomish County, WA. The South Whidbey Basin Partnership team projects under this grant support upholding treaty obligations and tribal harvest, which are at the forefront of recovery priorities. The partnership team will restore over 1,200 acres of estuary and river floodplain function, along over 17 miles of shoreline, and advance over 750 acres of future work.
- k. Name of Federal awarding agency: U.S. Department of Commerce
- l. Pass-through entity: Snohomish County
- m. Contact information for awarding official of the Pass-through entity:  
Surface Water Utility Director  
Snohomish County Conservation and Natural Resources, Surface Water Management  
3000 Rockefeller Ave, M/S 303  
Everett, WA 98201
- n. Assistance Listings number and Title: NOAA-NMFS-HCPO-2022-2007195; FY2022 NOAA's Transformational Habitat Restoration and Coastal Resilience Grants Under the IJA; Estimated Total Program Funding: \$85,000,000; Total award amount to passthrough entity: \$4,700,130.00
- o. Identification of whether the award is R&D: No
- p. Indirect cost rate for the Federal award: County: N/A; SCD: N/A

**APPENDIX E**  
**WDFW GRANT AGREEMENT # 23-22747**

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