

Approved: 6/07/2023

Effective: 6/23/2023

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 23-029

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE
TO SIGN THE INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
AND THE SNOHOMISH CONSERVATION DISTRICT TO IMPLEMENT PORTIONS
OF THE SHORELANDS FLOODPLAINS BY DESIGN PHASE II AGREEMENT

WHEREAS, Snohomish County (the "County") has received funding from the Washington State Department of Ecology under Grant Agreement #SEAFBD-2123-SnCOPW-0013 (the "Grant") to implement Phase II of the Shorelands Floodplains by Design Project; and

WHEREAS, the Grant identifies the Snohomish Conservation District (the "District") as a watershed partner and identifies specific tasks to be carried out by the District; and

WHEREAS, the District and the County agree, as watershed partners, that this project is important to the health of the Skykomish River; and

WHEREAS, the County and the District have negotiated the terms of an interlocal agreement, 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

WHEREAS, the interlocal agreement is authorized by the Interlocal Cooperation Act, chapter 39.34 RCW; and

WHEREAS, the County Council held a public hearing on June 7, 2023, to consider approving and authorizing the County Executive to sign the agreement on the County's behalf;

NOW, THEREFORE, BE IT ORDAINED:

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

Section 2. The County Council approves and authorizes the County Executive to execute the *Interlocal Agreement Between Snohomish County and the Snohomish Conservation District to Implement Portions of the Shorelands Floodplains by Design Phase II Agreement* in the form attached hereto as Exhibit A in the amount of \$2,338,730. The County Council further authorizes the Director of the County's Department of Conservation and Natural Resources to request, authorize and

ORDINANCE NO. 23-029

... INTERLOCAL AGREEMENT ... SNOHOMISH CONSERVATION DISTRICT TO IMPLEMENT PORTIONS OF THE SHORELANDS FLOODPLAINS BY DESIGN PROJECT PHASE II AGREEMENT

1 memorialize administrative amendments or amendments reducing or revising the scope
2 of this agreement on behalf of the County without the need to obtain additional
3 approvals from the County Council or the County Executive, so long as the total amount
4 of the agreement continues not to exceed \$2,338,730.
5

6
7 PASSED this 7th day of June, 2023.
8
9

10 SNOHOMISH COUNTY COUNCIL
11 Snohomish County, Washington
12
13

14
15 ATTEST:

16 *M. G. ...*
17
18 Deputy Clerk of the Council
19

Jared Mead
20 Council Chair

21) APPROVED

22
23 () EMERGENCY

24
25 () VETOED
26

D. Somers
27 Dave Somers
28 County Executive

29 Date: June 13, 2023

30 ATTEST: *Melissa Geraghty*

31 Approved as to form only:

32 *Laura ...*
33 Deputy Prosecuting Attorney

EXHIBIT A

to

ORDINANCE NO. 23-029

INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE SNOHOMISH CONSERVATION DISTRICT
TO IMPLEMENT PORTIONS OF THE SHORELANDS FLOODPLAINS BY
DESIGN PHASE II AGREEMENT

[See Attached]

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE
SNOHOMISH CONSERVATION DISTRICT TO IMPLEMENT PORTIONS OF THE
SHORELANDS FLOODPLAINS BY DESIGN PHASE II AGREEMENT

Execution through June 30, 2025

This Interlocal Agreement Between Snohomish County and the Snohomish Conservation District To Implement Portions of the Shorelands Floodplains by Design Agreement (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 District’s natural resource priorities and goals, as described in its 5-Year Plan, include water stewardship, farmland preservation, sustainable agriculture, habitat enhancement, land management, establishing alternative energy sources, providing technical assistance to citizens, and performing public outreach and education functions regarding the foregoing;
- D. The County secured funding through a State of Washington Department of Ecology (“Ecology”) grant to build upon reach-scale work to provide immediate flood risk reduction benefits, address critical data gaps, and pilot Skykomish River reach-scale integration floodplain management;
- E. The Ecology grant contemplates that the County, in partnership with the District and other agencies, will carry out a coordinated set of multi-benefit projects near the City of Sultan that will improve natural functions within the Skykomish River while generating flood hazard risk reduction benefits, restoring and protecting salmon habitat, and supporting the agricultural sector;
- 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; and
- G. This Agreement is made pursuant to and shall be governed by the Interlocal Cooperation Act.

AGREEMENT

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

Snohomish County has received funding from Ecology to implement the “Shorelands Floodplains by Design Agreement” (Agreement No. SEAFBD-2123-SnCOPW-00013) (the “Grant”). The source of funds for this Agreement is the Grant. The purpose of this Agreement is for the County to contract with the District for those professional services described in Appendix A to this Agreement, attached hereto and incorporated herein by this reference, which consist of some of the activities required by the Grant.

2. DURATION OF AGREEMENT

- A. The term of this Agreement (the “Term”) shall commence upon execution and shall expire on June 30, 2025, unless terminated sooner as provided herein; provided, however, that the County’s obligations after December 31, 2023, are contingent upon local legislative appropriation of the necessary funds in accordance with applicable law. 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 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.

3. SCOPE OF WORK

The District shall perform the work described in Appendix A to this Agreement, attached hereto and incorporated by this reference herein, and shall furnish the personnel, equipment, and materials necessary to perform such work. If there are any conflicts between Appendix A and the Grant, the Grant shall control. The Grant is attached to this Agreement as Appendix D.

4. PERFORMANCE

The District agrees to perform under this Agreement in a timely and professional manner. The District shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement. The District shall comply with any and all conditions, terms, and requirements of the Grant, attached hereto as Appendix D and incorporated herein by this reference.

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 and Ecology. In no event shall the existence of any 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 under this Agreement. 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 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 and Ecology 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' administrators shall be the following individuals:

County's Administrator:

Department of Conservation and Natural Resources
Surface Water Management Director
3000 Rockefeller Ave M/S 303
Everett, WA 98201

District's Administrator:

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

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

7. RIGHTS AND RESPONSIBILITIES OF THE COUNTY

A. Monitoring.

- (1) 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 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.

- (2) Upon the District's submittal of any report, invoice, or other information required under this Agreement, the County may accept, reject, request modifications to, or request additions to the work, as the County deems appropriate.

B. Compensation.

- (1) The budget for work to be performed under the Agreement is **\$2,338,730**, as set forth in Appendix B to the Agreement, attached hereto and incorporated herein. The County shall have no obligation to pay any invoice from the District that would cause the total payments made to the District by the County under this Agreement to exceed **\$2,338,730** as set forth in Appendix B.
- (2) The County shall compensate the District only for such costs that are: 1) incurred during the term of this Agreement; 2) are necessary to perform the work described in Appendix A of this Agreement; and 3) are costs specified in Appendix B to the Agreement.
- (3) The County will compensate the District according to the hourly rates set forth in Appendix B to this Agreement. The District may request an increase in hourly rates, which may be approved by the Director of the Department of Conservation and Natural Resources in their sole discretion, as long as any rate increase would not cause total compensation under the Agreement to exceed **\$2,338,730**. Any hourly rate increase will be applied prospectively only. The District may charge an additional overhead rate of 10% of such hourly rates. Compensation for work performed under this Agreement will not be made until the work is accepted by the County. Requests for compensation by the District shall consist of an invoice and a progress report. Invoicing requirements are described in Section 10 of this Agreement. The progress report must describe the work completed within the invoice period, and must itemize the District's work with an hourly rate apportioned amongst the various tasks set forth in Appendix A.
- (4) The County does not guarantee funding beyond the 2023 calendar year. Future funding will be governed by performance, availability of funds in view of competing demands, and value of products generated.
- (5) The County will pay the District within thirty (30) days of accepting work detailed in a written invoice, provided the progress report that accompanies the invoice clearly identifies work performed during the invoice period. Funds will be deposited with the District.
- (6) The source of funds for this Agreement is the Grant. 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 consistent with Section 12 of this Agreement.

8. INVOICES

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

Snohomish County Department of Conservation and Natural Resources
Attn: Connie Price, Contract Specialist
3000 Rockefeller Ave., M/S 303
Everett, WA 98201
Email to: SWMContracts@snoco.org

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. The year-end invoice shall be accompanied by a brief year-end report which summarizes the District's work completed or in progress and work expected to be performed but not yet completed. 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.

9. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION

A. Funding for this Agreement is provided through federal funding sources.

B. The following terms and conditions apply:

- (1) The District, by signing this Agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.
- (2) The District shall provide immediate written notice to Ecology if at any time the District learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (3) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in Section 9 of this Agreement, have the meaning set out in the Definitions and Coverage sections of federal rules implementing federal Executive Order 12549.
- (4) The District agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

- (5) The District further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (6) Pursuant to 2 CFR 180.330, the District is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- (7) The District acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- (8) The District agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to Ecology before requests for reimbursements will be approved for payment. The District must run a search in <<http://www.sam.gov>> and print a copy of completed searches to document proof of compliance.

10. 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.

11. 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.

12. DELAYS, REVISIONS AND TERMINATION

- A. The County shall have cause to terminate or suspend this Agreement or refuse payments hereunder for failure of the District's work or products to fulfill any requirements of the Agreement, for failure of the District to submit products in a timely fashion, or for any delays, errors or omissions attributable to the District. Failure by the County to terminate or suspend the Agreement, or failure by the County to refuse payment of an invoice, shall not constitute a waiver of the County's right to terminate or suspend or to refuse payment nor a forfeiture of the County's future right to terminate, suspend or refuse payment. At the

County's option, all finished or unfinished work products prepared by the District under this Agreement shall become County property, provided the District is compensated as specified in this Agreement and that such products are satisfactory to the County.

- B. The County may terminate this Agreement for a violation of express provisions of this Agreement by the District or for cause. The County will give the District written notice of such violation or failure. The District will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the County to the District. 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.
- C. The County may terminate this Agreement at any time without cause by a thirty day (30) written notice to the District. If this Agreement is terminated by the County as provided herein, the District will be paid for services performed prior to the time of termination or work stoppage, whichever comes first, in accordance with the current billing rates, provided that work continues to fulfill all requirements under this Agreement.
- D. The County and District may terminate this Agreement by written mutual consent of both parties.
- E. 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 with written notice to the District.
- F. If at any time 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. The agreement will terminate thirty (30) days after receipt of the District's written notification. The District will be paid for services performed prior to the time of termination or work stoppage, whichever comes first, in accordance with the current billing rates, provided that work continues to fulfill all requirements under this Agreement.
- G. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Subject to the total cost limitations described in Section 7.B of this Agreement, the Director of the County's Department of Conservation and Natural Resources shall have the authority to request, authorize and memorialize administrative amendments or amendments reducing or revising the scope of this Agreement on behalf of the County without the need to obtain additional approvals from the County Council or the County Executive.
- H. In the event that 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 terminate the Agreement, subject to renegotiation under those new funding limitations and conditions.

13. 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 withdraws from or terminates this Agreement, the County will not be held liable for any monetary loss incurred by the District due to termination.

14. 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.

15. APPLICABLE LAWS AND VENUE

The laws of the State of Washington shall govern this Agreement. The parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

16. NONASSIGNMENT

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

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference 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.

18. 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.

- C. In the alternative, either party to this Agreement may fulfill the insurance obligation contained herein by maintaining membership in a joint self-insurance program authorized by Chapter 48.62 RCW. In this regard, the parties understand that the party to this Agreement who is a member of such a program is not able to name the other party as "additional insured" under the liability coverage provided by the joint self-insurance program.

19. 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.

20. 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.

21. 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.

22. 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 execute this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision of the State of Washington

By Dave Somers Digitally signed by Dave Somers
Date: 2023.06.13 11:59:10 -07'00'
 County Executive Date

SNOHOMISH CONSERVATION DISTRICT:

A Governmental Subdivision of the State of Washington

By Linda Lyshall Digitally signed by Linda Lyshall
Date: 2023.03.23 06:02:21 -07'00'
 Title: Executive Director Date

Approved as to Form:

Kisielius, Laura Digitally signed by Kisielius,
Laura Date: 2023.03.15 10:24:57 -07'00'
 Deputy Prosecuting Attorney

Approved as to Insurance Provision:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.03.30 09:20:25 -07'00'
 Risk Management

APPENDIX A SCOPE OF WORK

This scope of work is intended to more specifically describe Subtask Numbers 2.2, 2.3, 3.1, 4.1, 4.2, and 4.3 of the Grant (Appendix D). If there are any conflicts between this Scope of Work and the Grant, the Grant governs.

ACTIVITIES

Task 1 – Integration Team Support [Grant Task 2.3]

With FY19 funding and other funding sources, project partners (District, Tulalip Tribes, City of Monroe, Adopt-a-Stream, Washington Farmland Trust, Forterra, Snohomish County, and Sound Salmon Solutions) have formed an Implementation/Integration Team (IT) under the umbrella of the Snohomish Sustainable Lands Strategy (SLS) for the County portion of WRIA 7 to clarify goals, resolve issues, and increase the pace and magnitude of integrated floodplain management work in the watershed. The IT will work to implement the overall SLS vision with on-the-ground projects while integrating interests at the site and reach scale. This funding request includes support for continued leadership, coordination, and participation in the IT and other associated integrated floodplain management processes that support this approach. Goals of this task are to improve inter-organization communication and multi-benefit floodplain management and to enhance integration and collaboration in the Snohomish IT and the SLS community, increasing the pace and magnitude of integrated benefits over time.

Task 1 – Expected Outcomes

- The District shall help improve inter-organization communication and multi-benefit floodplain management action tracking.
- The District shall help enhance integration and collaboration in the Snohomish IT (minimum of 6 meetings per year) increasing the pace and magnitude of integrated benefits over time.
- The District shall participate in SLS Steering Committee and Partner meetings (a minimum of 5 and up to 20)
- The District shall participate in SLS special topic meetings (a minimum of 2 and up to 18)
- The District shall facilitate 2 Farm Tours (in person or online)
- The District shall be responsible for the SLS/Farm Fish Flood website maintenance and upkeep and Google drive access
- The District shall produce the SLS quarterly newsletter (up to 9)
- The District shall host a Digital Story-telling workshop and produce 1 video showcasing the partnerships and projects benefiting Farm Fish Flood
- The District shall produce media publications (up to 3 media publications) highlighting SLS

Task 1 – Required Deliverables by the District to the County

- Quarterly project reports that describe progress toward the expected outcomes above and itemize the District’s work with an hourly rate apportioned amongst the various tasks. **DUE to County: Quarterly through duration of Agreement** (April 15th, July 15th, October 15th and January 7th, or the following Monday if these dates land on a weekend)

- [Grant Match Task 2 and Grant Deliverable 2.12] Documentation of contracted services for SLS website hosting and maintenance
- [Grant Deliverables 2.6, 2.13 and 2.16] Outreach material documentation for Farm Tours (2), including list of attendees
- [Grant Deliverable 2.12] Copy of SLS/Community Floodplain Solutions (CFS) quarterly newsletter (up to 9)
- [Grant Deliverable 2.14] Documentation of 1 digital story-telling workshop and 1 video showcasing partnerships like CFS and projects benefiting Farm Fish Flood
- [Grant Deliverable 2.12] Copy of media publications highlighting SLS/CFS (up to 3)

Task 1 – FbD grant - \$70,000

Task 2 – Riparian Forest Health Implementation [Grant Subtask 3.1]

This task will implement the FY19 funded Lower Skykomish River Knotweed Management Plan to remove invasive plants and plant up to 30 acres of native trees and shrubs in subreaches 2-5 of the Lower Skykomish. This task will also implement the basin-wide Aligning Invasive Riparian Species Removal & Salmon Recovery strategy, also funded with FY19 FbD funding.

Task 2 – Expected Outcomes

- The District shall complete up to 30 acres, and a minimum of 5 acres, of knotweed control and floodplain riparian area reforestation. Tree plantings will generally include 75% conifers, 25% deciduous in both mixed tree stands and single species plantings.

Task 2 – Required Deliverables by the District to the County

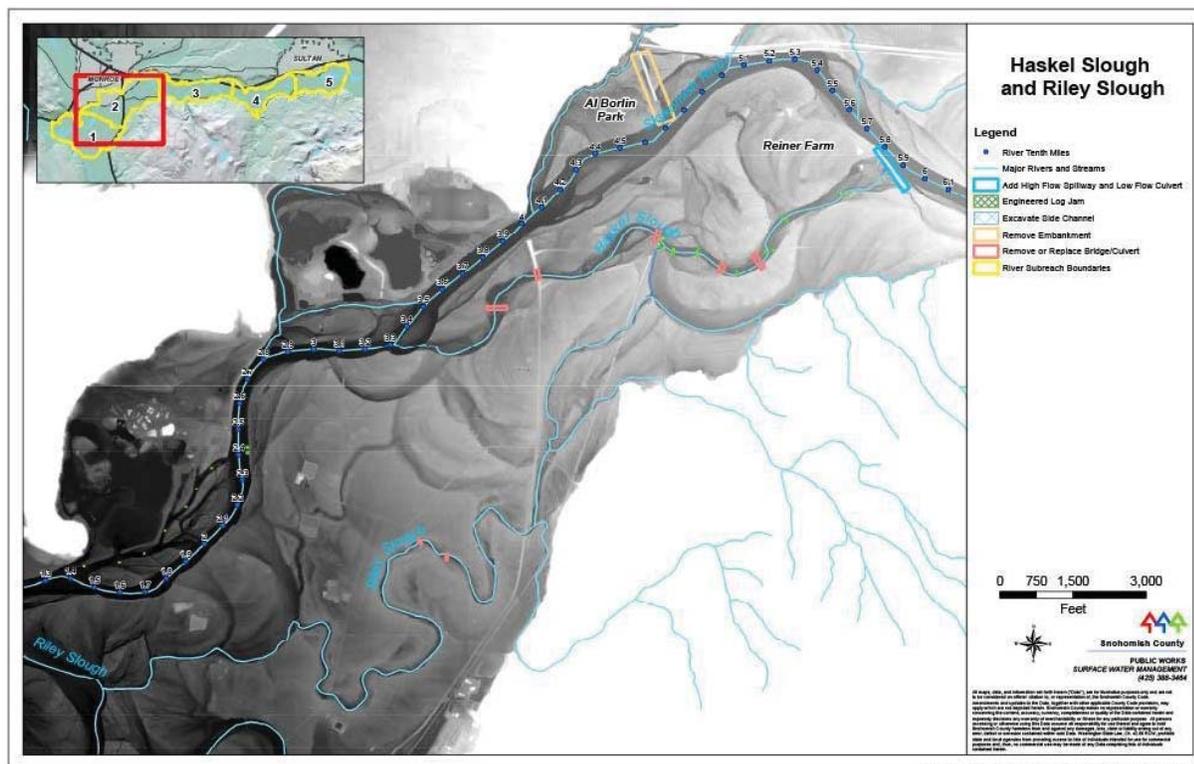
- Quarterly project reports that describe progress toward the outcomes above and itemize the District’s work with an hourly rate apportioned amongst the various tasks. **DUE to County: Quarterly through duration of Agreement** (April 15th, July 15th, October 15th and January 7th or the following Monday if these dates land on a weekend)
- [Grant Deliverable 3.1] Signed landowner agreements obtained prior to any knotweed control or planting work begins. **DUE to County: 1/7/2025**
- [Grant Deliverable 3.2] Cultural Resources Review documents required prior to planting for all planting locations. **DUE to County: 1/7/2025**
- [Grant Deliverable 3.4] Annotated before and after photos of plantings. **DUE to County: 4/15/2025**
- [Grant Deliverable 3.5] Final planting diagram. **DUE to County: 4/15/2025**

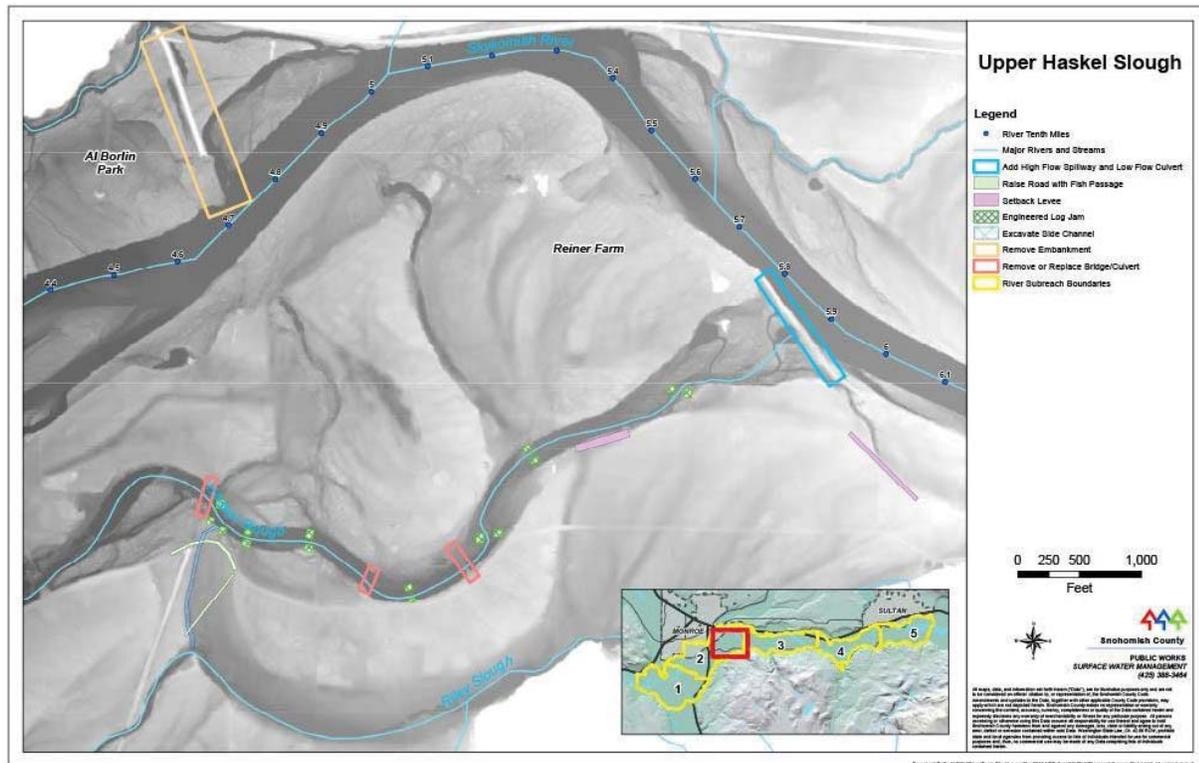
Task 2 – FbD grant - \$100,000

Task 3 – Riley and Haskel Slough Water Conveyance and Connectivity Improvements (Area Maps 1 and 2) [Grant Subtask 4.3]

The SCD will work with the County and Tulalip Tribes to conduct a feasibility analysis to identify drainage improvements and fish habitat restoration projects for Riley and Haskel Sloughs. The District and local farmers will develop a long-term approach to managing Riley Slough (just downstream of Haskel Slough) that includes culvert upgrades, drainage improvements like sediment

removal or repairs to pump stations, and beaver management to improve agricultural drainage and fish passage. Funding would support design and construction of two culvert/crossing projects. In addition, riparian planting and/or agroforestry on up to five acres would improve fish habitat as well as improve sediment and water conveyance to support ag viability. Drainage improvement designs are expected to lead to projects to improve agricultural viability in the Tualco Valley.





Task 3 – Expected Outcomes

- The District shall address high priority concerns of landowners by reducing erosion and flood pressures on Sultan Reach Farmland.
- The District shall increase habitat availability, quality, and accessibility,
- The District shall improve drainage and flood protection.
- The District shall replace or remove two fish passage barrier stream crossings in Riley and/or Haskel Sloughs.
- The District shall revegetate a minimum of 5 acres of stream or shoreline with native riparian forest buffer planting and/or agroforestry planting in Riley and/or Haskel Sloughs.
- Complete preliminary designs (a minimum of 1 and up to 2 at the 30% design level) for drainage infrastructure improvements in the Riley/Haskel project area.

Task 3 – Required Deliverables by the District to the County

- Quarterly project reports that describe progress toward the outcomes above and itemize the District’s work with an hourly rate apportioned amongst the various tasks. **DUE to County: Quarterly through duration of Agreement** (April 15th, July 15th, October 15th and January 7th or the following Monday if these dates land on a weekend)
- [County Grant Deliverable 4.23] Riley/Haskel Fish Passage Environmental Compliance. Local, state, and federal environmental permits; landowner agreement(s); and list of the permits obtained. **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.24] Riley/Haskel Fish Passage Bid documents and signed consultant and contractor contract(s), including design, construction, and construction management contracts. **DUE to County: 7/15/2024**

- [County Grant Deliverable 4.25] Riley/Haskel Inadvertent Discovery Plan (IDP) to cover all project areas. **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.26] Riley/Haskel Cultural Resources Review documents for all project areas under construction. **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.27] Riley/Haskel Fish Passage Project schedule, including project milestones. **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.28] Riley/Haskel Fish Passage final design, for two fish passage barrier stream crossing projects, signed and sealed by Washington State licensed engineer. **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.29] Riley/Haskel Fish Passage As-built drawings for two fish passage barrier stream crossing projects. **DUE to County: 4/15/2025**
- [County Grant Deliverable 4.30] Riley/Haskel Fish Passage Annotated before and after photos of the construction phase and plantings. **DUE to County: 1/7/2025**
- [County Grant Deliverable 4.31] Riley/Haskel Drainage infrastructure improvements preliminary designs (a minimum of 1 and up to 2 at the 30% design level). **DUE to County: 4/15/2025**

Task 3 – FbD grant - \$288,000

Task 4 – Agricultural Resilience Programmatic and Cost-Share Support [Grant Task 2.2]

This task will advance several initiatives identified in the Agriculture Resilience Plan for Snohomish County to improve the agricultural community's ability to adapt and be resilient to climate change. These initiatives include cost-share funding for landowners to implement innovative approaches to providing irrigation water for farming (winter storage, collective water rights management), research on-farm drainage techniques (drain tile capping, ditch water storage), improved flood warning system, install drought resilience BMPs (cover cropping, biochar, agroforestry), and a system to compensate landowners for flood water storage within the agriculture resilience plan reaches in the Snohomish watershed including the French Slough Flood Control District, Snohomish River Confluence (including Haskell/Riley Slough), Lower Skykomish (including Sultan Reach and Woods Creek, a tributary to the Lower Skykomish River), Marshland Flood Control District, and Drainage Improvement District 13. Decisions about where and how to invest cost-share funding will be consistent with the District's cost share policies.

Task 4 – Expected Outcomes

- The District shall provide cost-share for BMPs such as agroforestry.
- Implementation of innovative agricultural resilience practices, potentially including innovative approaches to providing irrigation water for farming, research on drainage techniques, improved flood warning system, and a system to compensate landowners for floodwater storage.

Task 4 – Required Deliverables by the District to the County

- Quarterly project reports that describe progress toward the outcomes above and itemize the District's work with an hourly rate apportioned amongst the various tasks. **DUE to County: Quarterly through duration of Agreement** (April 15th, July 15th, October 15th and January 7th or the following Monday if these dates land on a weekend)

- [County Grant Deliverable 2.5] List of priority BMPs and approaches. **DUE to County: 1/7/2023**
- [County Grant Deliverable 2.6] Notes on landowner outreach and landowner agreements. **DUE to County: 1/7/2025**
- [County Grant Deliverable 2.7] Develop and design 1-2 BMP projects. **DUE to County: 7/15/2023**
- [County Grant Deliverable 2.8] Provide signed landowner cost-share agreements, planting plans, and before and after photos. **DUE to County: 4/15/2025**
- [County Grant Deliverable 2.9] Final report summarizing the Agricultural Resilience Programmatic and Cost-Share Support. **DUE to County: 4/15/2025**

Task 4 – FbD Grant - \$199,630

Task 5 – Sultan Reach Agricultural Resilience Projects [Grant Subtask 4.1]

As part of the integrated floodway planning effort being sponsored by the County using existing FY19 FbD funding, the District is working with partners to develop 30% designs for projects that address the high priority concerns of agricultural landowners in the Sultan reach (river miles 9-16 of the Lower Skykomish River). This task funds 2 projects at different phases. The first agricultural resilience project (ARP #1) will construct elements such as new culverts, flood fencing, and other drainage infrastructure improvements that address high priority concerns of landowners in the Sultan Reach. The second agricultural resilience project (ARP #2) will complete final designs and obtain required permits for a long-term resilience effort that addresses the concerns of the agricultural producers in the Sultan Reach. Those concerns include flooding, loss of farmland due to riverbank erosion, and improving drainage functions. This task will fund final design and implementation of these projects.

Task 5 – Expected Outcomes

- Address high priority concerns of landowners by reducing erosion and flood pressures on Sultan Reach farmland.
- The District shall construct at least one project to address high priority concerns of one or more agricultural landowners in the reach (ARP #1).
- The District shall develop final designs and obtain required permits for one agriculture resilience project (ARP #2).
- The District shall provide support to the county for a CFS Open-house/Community meeting

Task 5 – Required Deliverables by the District to the County

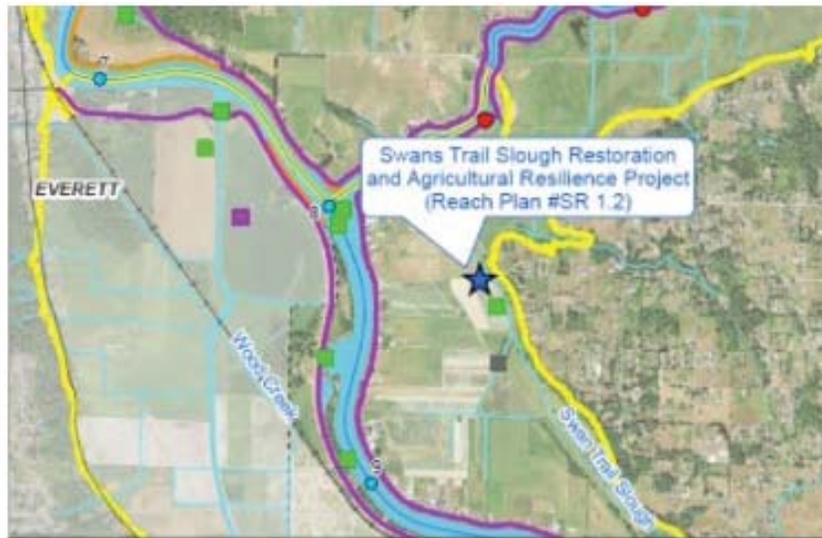
- Quarterly project reports that describe progress toward the outcomes above and itemize the District’s work with an hourly rate apportioned amongst the various tasks. **DUE to County: Quarterly through duration of Agreement (April 15th, July 15th, October 15th and January 7th or the following Monday if these dates land on a weekend)**
- [County Grant Deliverable 4.1] Sultan Reach Ag Resilience Project design and Implementation workplan. **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.2] Sultan Reach Ag Resilience Project Bid documents and signed consultant and contractor contract(s), including design, construction, and construction management contracts. **DUE to County: 7/15/2024**

- [County Grant Deliverable 4.3] Sultan Reach Ag Resilience Project Inadvertent Discovery Plan (IDP). **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.4] Sultan Reach Ag Resilience Project Cultural Resources Review documents. **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.5] Sultan Reach Ag Resilience Project Environmental Compliance. Local, state, and federal environmental permits; landowner agreement(s); and list of the permits obtained. **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.6] Sultan Reach Ag Resilience Project schedule, including project milestones. **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.7] Sultan Reach Ag Resilience Final design, signed and sealed by Washington State-licensed engineer. **DUE to County: 7/15/2024**
- [County Grant Deliverable 4.8] Construction and Final Report detailing construction of the Sultan Reach Agricultural Resilience Project. **DUE to County: 4/15/2025**

Task 5 – FbD grant - \$728,800

Task 6 – Swans Trail Slough Restoration and Ag Resilience Project [Grant Subtask 4.2]

Swans Trail Slough Restoration and Agricultural Resilience Project (also known as the “Swans Trail Slough Multi-Benefit Project”). Swan’s Trail Slough runs alongside the slope at the base of the Fobes Hill sub-basin and then connects with a system of managed agricultural conveyances within Drainage Improvement District 13 (DD13) before flowing north into Ebey Slough through a tidegate operated by DD13 (see map below). Snohomish Conservation District, in cooperation with several landowners in DD13, has completed a conceptual design process to identify four design alternatives for a multi-benefit project that would improve drainage to improve agricultural viability and resilience for the agricultural lands within DD13 and improve off-channel habitat conditions in Swan’s Trail Slough (primarily juvenile rearing habitat benefits). This task will continue to advance the design of the preferred alternative and landowner/stakeholder engagement to improve the connectivity of Swans Trail Slough to Ebey Slough and improve the managed drainage system, likely in part by separating these two systems. Since upland stormwater runoff flows into Swans Trail Slough, separating the ag drainage system from the slough, it is expected to reduce impacts to farmland. Project goals include: Improving the connection between Swans Trail Slough and Ebey Slough, improving habitat availability and quality for rearing young salmon, naturalizing approximately 72 acres of floodplain, and improving flood protection and/or drainage on up to 500 acres of agricultural land. To improve fish passage and conveyance of water in the near term, early implementation actions in the project area also include: design for two culvert replacements and upgrades to a pump station. FbD FY19 (phase one award) is funding hydraulic/hydrologic modelling and 30% design. FbD 21-23 (the scope of this ILA) will fund final design, continued landowner and stakeholder engagement, and provides partial funding for implementation (early actions described above; two culverts and upgrades to a pump station) but additional implementation (of the preferred alternative) funding will be needed for construction. Additional construction funding is requested in the FbD 23-25 proposal (phase 3 funding) and will be needed from other funding sources for full construction.



Task 6 – Expected Outcomes

- The District shall re-connect Swans Trail Slough with the Snohomish River and separate the slough from the managed drainage system.
- The District shall improve salmon habitat quality and availability.
- The District shall increase drainage and reduced flood risk to agricultural lands.
- The District shall restore approximately 72 acres of Snohomish River floodplain to its natural state.
- The District shall complete final design of two culvert capacity upgrades in the Swan’s Trail Slough project area (see map above) to improve drainage as part of the early action implementation effort.
- The District shall complete final design of a pump station upgrade in the Swan’s Trail Slough project area (See map above) to improve fish passage as part of the early action implementation effort.
- The expected outcomes above together constitute the “Swans Trail Slough Restoration and Ag Resilience Project” referenced below in the required deliverables.

Task 6 – Required Deliverables by the District to the County

- Quarterly project reports that describe progress toward the outcomes above and itemize the District’s work with an hourly rate apportioned amongst the various tasks. **DUE to County: Quarterly through duration of Agreement** (April 15th, July 15th, October 15th and January 7th or the following Monday if these dates land on a weekend)
- [County Grant Deliverable 4.9] Project design and Implementation workplan for the Swans Trail Slough Restoration and Ag Resilience Project. **DUE to County: 1/07/2024**
- [County Grant Deliverable 4.10] Swans Trail Slough Restoration and Ag Resilience Project Bid documents for any early action construction activities identified through design phases; signed consultant and contractor contract(s), including design, construction, and construction management contracts. **DUE to County: 7/15/2024**
- [County Grant Deliverable 4.11] Swans Trail Slough Restoration and Ag Resilience Project Inadvertent Discovery Plan. (IDP). **DUE to County: 4/15/2024**

- [County Grant Deliverable 4.12] Swans Trail Slough Restoration and Ag Resilience Project Cultural Resources Review documents. **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.13] Swans Trail Slough Restoration and Ag Resilience Project Environmental Compliance. Local, state, and federal environmental permits; landowner agreement(s); and list of the permits obtained. **DUE to County: 7/15/2024**
- [County Grant Deliverable 4.14] Swans Trail Slough Restoration and Ag Resilience Project schedule, including project milestones. **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.15] Swans Trail Slough Restoration and Ag Resilience Final design for any early action construction activities identified through design phases; signed and sealed by Washington State-licensed engineer. **DUE to County: 4/15/2024**
- [County Grant Deliverable 4.16] Final report for the Trail Slough Restoration and Ag Resilience Project. **DUE to County: 4/15/2025**

Task 6 – FbD grant - \$952,300

**APPENDIX B
BUDGET**

The budget for work to be performed under the Agreement is Two Million Three Hundred Thirty-Eight Thousand Seven Hundred Thirty Dollars (\$2,338,730). The County shall have no obligation to pay any invoice from the District that would cause the total payments made to the District by the County under this Agreement to exceed Two Million Three Hundred Thirty-Eight Thousand Seven Hundred Thirty Dollars (\$2,338,730).

Contract Task and Dollar Summary

| Task | Description | County Grant |
|-------------|--|---------------------|
| 1 | Integration Team Support | \$70,000 |
| 2 | Riparian Forest Health Strategy Implementation | \$100,000 |
| 3 | Riley and Haskel Slough Water Conveyance and Connectivity Improvements | \$288,000 |
| 4 | Agricultural Resilience Programmatic and Cost-Share Support | \$199,630 |
| 5 | Sultan Reach Agricultural Resilience Projects | \$728,800 |
| 6 | Swans Trail Slough Restoration and Ag Resilience Project | \$952,300 |
| | Total | \$2,338,730 |

District Salary Rates

| | Job Classification/Title | Maximum Comp Rate |
|---|---|--------------------------|
| 1 | Executive Director | \$115.00 |
| 2 | Engineer | \$115.00 |
| 3 | Program Director/Program Manager | \$105.00 |
| 4 | Resource Planner/Project Manager | \$85.00 |
| 5 | Outreach Specialist/Project Coordinator | \$70.00 |
| 6 | Financial Coordinator | \$65.00 |
| 7 | Administrative/Accounting Assistant | \$55.00 |
| 8 | IT Coordinator | \$75.00 |

**Rate includes salary and benefits only.*

Reimbursable project costs for the District include (but are not limited to) the following expenses listed below:

- Copying and Printing Costs
- Public Notices and/or Advertisement Fees
- Workshop/Presentation Supplies (this includes facility rental and light refreshments)
- Mileage and Parking Fees
- Subcontract Costs
- Cost Share Payments

- Permitting Costs and Fees
- Equipment Rental
- Tools, Materials, and Supplies
- Native and Agroforestry Plant Materials
- Work Crew Payments including Washington Conservation Corps Crews and Individual Placements

These expenses will be listed on invoices as task expenses and will be reimbursed based on actual costs. Backup documentation of expenses must be included with the invoices and is required prior to reimbursement.

Vehicle mileage cannot exceed GSA mileage reimbursement rates. As of July 1, 2022, mileage rates for privately owned vehicles is 0.625 cents per mile.

**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 – Integrated Floodplain Management

Reimbursement

| <i>Payee</i> | <i>Job Title</i> | <i>Description</i> | <i>Date</i> | <i>Hours</i> | <i>Rate</i> | <i>Overhead</i> | <i>Total</i> |
|--------------|------------------|--------------------|-------------|--------------|-------------|-----------------|--------------|
| J. Doe | Project Manager | | | | | | |
| | | | | | | | |

APPENDIX D
AGREEMENT NO. SEAFBD-2123-SNCOPW-0013