

## **INTERGOVERNMENTAL SERVICES AGREEMENT FOR LAKE MANAGEMENT AND WATER QUALITY SERVICES**

This AGREEMENT FOR LAKE MANAGEMENT AND WATER QUALITY SERVICES (this “Agreement”) is made and entered by and between the **CITY OF LAKE STEVENS, a Washington municipal corporation**, (the “City”), and **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the “County”).

### **RECITALS**

- A.** Lake Stevens lies within the boundaries of the City.
- B.** Lake Stevens is an important water resource for the City which provides opportunities for swimming, boating, fishing and aesthetic enjoyment.
- C.** The City and the County recognize the importance of performing certain water quality monitoring services at Lake Stevens.
- D.** The City does not have the staff or resources to monitor water quality at Lake Stevens.
- E.** The City desires to retain the services of the County to perform certain water quality monitoring at Lake Stevens and the County has the staff and resources to perform said services, all under the terms and conditions described in this Agreement.

### **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 City and the County agree as follows:

#### **1. TERM**

The term of this Agreement (the “Term”) shall commence upon execution (the “Commencement Date”), and shall expire on December 31, 2026 (the “Expiration Date”); provided, however, that both the City and the County’s obligations after December 31, 2022, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with applicable law.

#### **2. CATEGORIES OF SERVICES PERFORMED BY COUNTY AND RIGHT OF ENTRY**

During the Term of this Agreement, the County shall perform for the City the following services (collectively, the “Services”): (i) lake monitoring services, as more fully described in Section 3 below (the “Lake Monitoring Services”); and (ii) any additional services related to water quality or quantity issues that may be mutually agreed upon in writing by the City and the County pursuant to Section 4 below (the “Additional Services”). The Services shall be performed in a good and professional manner, consistent with accepted industry standards and in accordance with both the substantive and procedural requirements specified in this Agreement.

The City shall provide the County with reasonable access to any location where Services are to be provided. If the City is unable to provide such access, the County shall have no obligation to perform any Services under this Agreement unless and until the City provides reasonable access.

### 3. LAKE MONITORING SERVICES

#### 3.1. Lake Water Quality Monitoring

The County will perform water quality monitoring of Lake Stevens on a monthly basis of each contract year. The County will provide a boat and all equipment to conduct monitoring. Monitoring measurements and water quality sampling will be conducted in the deepest portion of the lake at the established monitoring location. Observational data may be taken at any location. Monthly monitoring will include the following:

- Water column profiles for temperature, dissolved oxygen, pH and conductivity
- Measurements of water clarity (Secchi depth) and near-surface water temperature
- Observational of recreational use, weather conditions, watercolor, algal abundance and presence/absence of algal scum
- Water sampling which will be submitted for laboratory analysis. The sampling depths and associated parameters to be analyzed are as follows:

Parameter/Depth	1 meter	5-meter	10-meter	20-meter	30-meter	40-meter
Total Phosphorus (TP) <sup>1</sup>	X	X	X	X	X	X
Soluble reactive phosphorus (SRP)						X
Total Persulfate Nitrogen (TPN)	X					
Chlorophyll <i>a</i>	X	X	X			
True Color <sup>2</sup>	X					
Alkalinity <sup>3</sup>	X					

<sup>1</sup> TP samples at 5 & 30 meters will only be collected Apr – Nov

<sup>2</sup> True color is only planned for 2022 from June – Sept

<sup>3</sup> Alkalinity would be sampled the three months prior to any planned alum treatment

All monitoring will be conducted in accordance with the “Quality Assurance Monitoring Plan for the Snohomish County Lake Management Program” as updated. Water samples will be analyzed by a Washington State Department of Ecology-accredited laboratory. The cost for all such services shall be as set forth in Section 5 below.

#### 3.2. Reporting of Water Quality Data

Annual monitoring data collected from Lake Stevens will be summarized annually in two written reports that will be made available to the City and the general public. The first is a water quality report card, a one-page summary for the public of lake health. The second report is a more detailed report with a summary of data collected through the monitoring program. The reports for a given calendar year shall be delivered to the City on or before April 15 after the close of the calendar year at issue. The reports will also be made available on Snohomish County’s website unless otherwise directed by the City. The raw water quality data shall be available on the County’s online water quality database following completion of quality assurance checks. Copies of the lab reports shall also be provided to the City upon request.

If requested by the City, County staff will also provide up to one annual public presentation on the condition of water quality in Lake Stevens. If requested, the County will also provide comments on documents, reports, or grant proposals related to lake water quality that may be developed by the City for the management of Lake Stevens.

### **3.3. Alum Treatment Monitoring**

When the City conducts an alum treatment, the County will coordinate the required monitoring per the Washington State Department of Ecology's 2021-2026 Aquatic Plant and Algae Management General Permit (Permit). The City will notify the County in writing of a planned alum treatment at least four (4) months prior to treatment. The County will provide the City a monitoring plan. The City will approve the monitoring plan per their Permit guidelines. Once the City approves, the County will implement the monitoring plan.

The anticipated monitoring elements in the Permit are listed below but may be refined based on further guidance from Ecology. Required analyses for water sampling include pH, Hardness (as CaCO<sub>3</sub>), Dissolved Organic Carbon (DOC), Total Aluminum and Dissolved Aluminum. Pre- and post-treatment water sampling will be conducted during monthly monitoring except for the required monitoring the week of and two weeks post Alum treatment.

- Pre-Treatment water sampling (minimum four (4) sample events) occurs for up to six (6) months prior to treatment
- Treatment monitoring
  - Jar Test
  - Continuous pH monitoring at a minimum of fifteen (15) minute intervals
  - Daily pre- and post-treatment pH monitoring
  - Water sampling
    - Immediately before treatment
    - Immediately after treatment
    - 24 hours post-treatment
- Post-treatment water sampling (minimum six (6) sample events) occurs for one (1) year post treatment

The County will provide the City with monitoring data reports for the Permit required reporting.

### **3.4. Shoreline Survey**

In 2022 the County will perform a shoreline condition survey of Lake Stevens. The survey will include an inventory of the shoreline condition including the presence and type of bank armoring and the condition of riparian vegetation. The County will conduct geospatial data processing and provide the City with associated GIS data, summary excel files and two maps which display the lake's shoreline hardening and riparian conditions. The data and maps shall be delivered to the City on or before April 15, 2023.

### **3.5. Technical Assistance**

County staff will be available to respond to questions from the public and the City about the water quality conditions in Lake Stevens via email or phone. The County will also provide plant identification services as requested. The County will refer all other inquiries, including those regarding lake management actions, to the City.

## **4. ADDITIONAL SERVICES**

### **4.1. Desire for Additional Services**

The County and the City anticipate that, during the Term of this Agreement, the City may desire for the County to provide additional water quality monitoring or related services (the “Additional Services”) to the City, and the County may be willing to provide some or all of such Additional Services. By way of example, and not by way of limitation, the parties anticipate Additional Services could involve any one or more of the following: (i) sampling one or more water quality monitoring sites for additional or different water quality parameters at Lake Stevens and/or its tributaries; (ii) sampling in response to algae bloom; (iii) aquatic vegetation surveys; or (iv) commencement of other activities as requested or as mutually agreed that enhance the City’s lake management program.

### **4.2. Request for Additional Services**

Subject to the total cost limitation described in Section 5.4 below, at any time and from time to time during the Term of this Agreement, the City may request that the County perform one or more Additional Services. The City may request that such Additional Services be performed a specific number of times, or on an ongoing basis, for a single calendar year, or for multiple calendar years. The County may, but need not, agree to perform some or all of the requested Additional Services under terms and conditions acceptable to both parties. Any agreement to add Additional Services must be memorialized in writing and signed by the City Manager and the County’s Director (as those terms are defined in Section 4.3 below).

### **4.3. Authority to Request and Approve Additional Services**

Subject to the total cost limitation described in Section 5.4 below, the City Manager shall have the authority to request, authorize and memorialize Additional Services on behalf of the City without the need to obtain additional approvals from the City Council or the Mayor. Subject to the total cost limitation described in Section 5.4 below, the Director of the County’s Department of Conservation and Natural Resources (the “County’s Director”) shall have the authority to agree to perform and memorialize Additional Services on behalf of the County without the need to obtain additional approvals from the County Council or County Executive.

## **5. COMPENSATION**

### **5.1. Cost of Lake Monitoring Services in 2022**

The County estimates the cost for Lake Monitoring Services in 2022 will be \$27,229 in 2022. These costs assume an alum treatment will occur in 2022 and that monthly monitoring will begin in April. The City will be notified of estimated costs for subsequent years as noted in Section 5.3 below.

### **5.2. Calculating the Cost of Services**

Unless specifically otherwise provided herein, the County shall be compensated for all Lake Monitoring and Additional Services on a time and materials basis. The County’s time shall be calculated based on the base hourly rate of each of the individual County Personnel (as that term is defined in Section 6 below) performing the Services. The actual reasonable cost of benefits shall be added to the base hourly rate of all County Personnel. The time billed to the City shall consist only of personnel time that is actually spent and is reasonably required to perform the Services. The City shall

reimburse the County for all reasonable costs actually incurred by the County in connection with performing the Services, including, but not limited to, laboratory fees. The City shall reimburse the County for the reasonable costs of materials and/or equipment the County uses in connection with performing any one or more of the Lake Monitoring and Additional Services under this Agreement.

### **5.3. Cost of Services in Following Years**

Beginning in 2022, on or before October 1st of each year, the County shall provide the City with a written estimate for the total cost of performing the Services for the following calendar year. The City must provide written acceptance of the cost estimate to the County on or before November 1st of the year that the County's cost estimate is provided. This Agreement shall terminate on December 31st of the year that the County's cost estimate is provided to the City if either: (1) the City does not provide written acceptance of the County's cost estimate as required in this section; or (2) the City rejects the County's cost estimate.

### **5.4. Total Services Not to Exceed \$175,000 Maximum Cost**

Notwithstanding anything to the contrary contained elsewhere in this Agreement, the total cumulative cost of all Services performed by the County under this Agreement shall not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (the "Maximum Cost"). Accordingly, if any proposal to add one or more Additional Services to this Agreement would cause the total cost of Services to exceed the Maximum Cost, the City shall not submit a request for such Additional Services to the County. Should the County receive a request for Additional Services that would cause the total cost of all Services to exceed the Maximum Cost, the County shall reject said request.

### **5.5. Invoicing and Payment**

The County shall submit invoices for actual costs incurred to the City quarterly. The quarterly invoice shall describe in reasonable detail the amount spent on each task in that quarter. The direct costs of any materials and/or equipment used by the county in performing the work shall be itemized on the invoice. The City shall pay each quarterly invoice within (30) days of receipt. Invoices shall be sent to the following address:

City of Lake Stevens  
Attn: Accounting  
1812 Main Street  
P.O. Box 257  
Lake Stevens, WA 98258

Email: [invoices@lakestevenswa.gov](mailto:invoices@lakestevenswa.gov)

## **6. INDEPENDENT CONTRACTOR**

All work performed by the County pursuant to this Agreement shall be performed by the County as an independent contractor and not as an agent or employee of the City. The County shall furnish, employ, and have exclusive control of all persons (including, but not limited to volunteers) to be engaged in performing the County's obligations under this Agreement (collectively, the "County Personnel") and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. The County Personnel shall for all purposes be solely the employees, agents or volunteers of the County and shall not be deemed to be employees or agents of the City for any purpose whatsoever. With respect to the County Personnel, the County shall be solely

responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, such as employment, Social Security, and other payroll taxes including applicable contributions from the County Personnel when required by law.

## **7. TERMINATION FOR CONVENIENCE**

This Agreement may be terminated by either party for any reason or for no reason, by giving thirty (30) days advance written notice of termination to the other party. Any termination notice delivered pursuant to this Section 7 shall specify the date on which the Agreement will terminate. If this Agreement is terminated pursuant to this Section 7, the County shall continue performing Services through the date of termination. The City shall compensate the County for all Services performed by the County through the date of termination. The City's obligation to make such final payment to the County shall survive the termination of this Agreement.

## **8. COMPLIANCE WITH LAWS**

The City and the County shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

## **9. INDEMNIFICATION**

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees, contractors, and authorized volunteers harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or Default (as such term is defined in Section 10 below) of the indemnifying party under this Agreement. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

## **10. DEFAULT AND REMEDIES**

If either party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the party to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or in equity.

## **11. PUBLIC DISCLOSURE LAWS**

The City and the County each acknowledges, agrees and understands that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and



the County's performance of Services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law. Neither the City nor the County anticipates that the performance of either party's obligations under this Agreement will involve any confidential or proprietary information.

## **12. NOTICES**

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to the other party under this Agreement shall be in writing and shall be given or made or communicated by: (i) United States registered or certified mail, postage prepaid, return receipt requested; (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery; (iii) by personal delivery; or (iv) by facsimile (with proof of successful transmission); (v) or by email (with a request for and receipt of proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement (or their designee) as follows:

To the City of Lake Stevens:

ATTN: Shannon Farrant, Public Works  
Department  
1812 Main Street  
P.O. Box 257  
Lake Stevens, WA 98258

Telephone: 425-622-9442  
Email: [sfarrant@lakestevenswa.gov](mailto:sfarrant@lakestevenswa.gov)

To the County:

ATTN: Surface Water Management  
Director  
Snohomish County  
Conservation & Natural Resources  
3000 Rockefeller Avenue M/S 303  
Everett, Washington 98201

Telephone: (425) 388-6454  
Email: [gregg.farris@snoco.org](mailto:gregg.farris@snoco.org)

All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile or email (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

## **13. MISCELLANEOUS**

### **13.1. Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

### **13.2. Interpretation**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that

AGREEMENT FOR LAKE MANAGEMENT AND  
WATER QUALITY SERVICES BETWEEN THE CITY  
OF LAKE STEVENS AND SNOHOMISH COUNTY

wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

**13.3. Severability**

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

**13.4. No Waiver**

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a party of any particular Default constitute a waiver of any other Default or any similar future Default.

**13.5. Assignment**

This Agreement shall not be assigned, either in whole or in part, by either of the parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

**13.6. Warranty of Authority**

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

**13.7. No Joint Venture**

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

**13.8. No Third Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the City and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

**13.9. 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.



IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date of the last party to sign.

**SNOHOMISH COUNTY:**

Snohomish County, a political subdivision of the State of Washington

Name: **Lacey Harper**  
Title: County Executive

Digitally signed by Lacey Harper  
Date: 2022.06.26 14:18:57 -07'00'

**Approved as to Form:**

**Kraft-Klehm, Jessica**  
Deputy Prosecuting Attorney

Digitally signed by Kraft-Klehm, Jessica  
Date: 2022.04.05 10:36:02 -07'00'

**CITY OF LAKE STEVENS:**

City of Lake Stevens, a Washington municipal corporation

Name: **Brett Gailey**  
Title: Mayor

Digitally signed by Brett Gailey  
Date: 2022.04.29 10:06:05 -07'00'

**Approved as to Form:**

**Greg A Rubstello**  
City Attorney

Digitally signed by Greg A Rubstello  
Date: 2022.05.03 10:50:46 -07'00'

**COUNCIL USE ONLY**

Approved 6/22/2022  
ECA# 2022-0534  
MOT/ORD Motion 22-225