

CONSULTANT: Herrera Environmental Consultants, Inc
CONTACT PERSON: Theresa M. Wood, Vice President
ADDRESS: 2200 Sixth Ave, Suite 1100
Seattle, WA 98121
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-1329346/600 633 936
TELEPHONE/FAX NUMBER: 206-787-8203
COUNTY DEPT: DCNR/Surface Water Management
DEPT. CONTACT PERSON: Marisa Burghdoff
TELEPHONE NUMBER: 425-388-3204
PROJECT: Lake Management Program
AMOUNT: \$105,000
FUND SOURCE: SWM Funds 41550951144101
CONTRACT DURATION: Date of Execution for 3 years,
unless extended or renewed pursuant to
Section 2 hereof

AGREEMENT # SWMCC01-25 FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and HERRERA ENVIRONMENTAL CONSULTANTS INC. a Washington for profit corporation (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is for Limnological Consulting Services for Lake Management Program. The scope of services is defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County, RFP 24-0360RB Limnological Consulting Services for Lake Management Program.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Execution (the “Effective Date”) and shall terminate three (3) years after execution, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The County’s obligations after December 31, 2025 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement subject to the provisions contained herein.

b. Overhead and Expenses. The Contractor’s compensation for services set forth in section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each date. Each invoice also shall itemize reimbursable costs consistent with Schedule C. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

All Invoices must be sent for Contract Compliance review to:

SWMContracts@snoco.org (preferred)

Or

**Snohomish County Surface Water Management
Attn: Connie Price
3000 Rockefeller, M/S 303
Everett, WA 98201**

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SBF-SnocoEpayables@co.snohomish.wa.us, and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor

needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County’s VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes ☐ No ☐

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, **shall not exceed \$105,000.**

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor’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. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor’s obligations under this Agreement (the “Contractor personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor 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, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Marisa Burghdoff
Title: Water Quality Specialist III
Department: DCNR/Surface Water Management
Telephone: (425) 388-3204
Email: marisa.burghdoff@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and

otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such

services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, 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.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claim made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

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

c. Minimum Scope and Limits of Insurance. The Contractor 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: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement.

(iv) Marine General Liability (MGL) OR Commercial General Liability with no waterborne exclusions including coverage for:

- Contractual Liability;
- Products and Completed Operations
- Bodily Injury and Property Damage
- Terminal Operators/Wharfingers Liability: Terminal Operators/Wharfingers Liability: The limit of liability \$1,000,000 per claim/\$2,000,000 aggregate
- Sudden and Accidental Pollution

The County should be named as an Additional Insured, there should be a Waiver of Subrogation in the County's favor as well as Primary and Non-Contributory wording.

(v) Vessel Hull & Machinery, P&I, Vessel Pollution Liability

(vi) Protection & Indemnity Insurance (including crew): Liability for any third party bodily injury or property damage caused by the vessel. This includes injury to the crew. Minimum limits acceptable are \$1,000,000.

(vii) Vessel Pollution Liability: For barges or vessels of any size, Vessel Pollution Liability with \$1,000,000 minimum limits. The County should be named as an Additional Insured and a Waiver of Subrogation should be provided.

The County should be named as an Additional Insured on the P&I and Vessel Pollution Liability. There should be a Waiver of Subrogation in favor of the County as well as Primary and non-contributory wording.

(viii) Hull & Machinery (H&M): Vessels are to be insured for their Actual Cash Value. Coverage to include Collision.

(ix) Charterers Liability

(x) USL&H: Required if the work being performed for the County will take place on or over a navigable waterway. Statutory limits are required.

(xi) Maritime Employers Liability (MEL): Required if work includes diving activities or underwater pipelines. Minimum limit is \$1,000,000. Any divers employed for their project must be commercially certified. A recreational certification will not be sufficient.

(xii) Professional Liability: \$1,000,000

(xiii) Pollution Legal Liability: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must 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 Contractor 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 07/04" or its equivalent is required.

(ii) The Contractor'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 Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A: VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+: VII. Any exception must be approved by the County.

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.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor 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.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within thirty (30) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon seven (7) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and

corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been emailed or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Surface Water Management 3000 Rockefeller Ave M/S 303 Everett, Washington 98201 Attention: Marisa Burgdhoff Email: marisa.burgdhoff@snoco.org
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If to the Contractor:	Herrera Environmental Consultants, Inc 2200 Sixth Ave, Suite 1100 Seattle, WA 98121 Attention: Theresa M. Wood Email: twood@herrerainc.com
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The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. 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 (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims

to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. 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 of 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 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.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

Schedule A Scope of Services

Project: Limnological Consulting Services for Lake Management Program

Consultant: Herrera Environmental

This Scope of Services is divided into four key tasks described in detail below. Each task outlines Consultant responsibilities to support SWM's lake management program that may be requested.

Authorization to Perform Work

The County will authorize various portions of the scope of work on an "as needed" basis throughout the life of the agreement. The Consultant shall perform the following tasks only as directed by the County. The Consultant shall not begin work on individual tasks, or portions of tasks, unless and until directed to do so by the County's project manager.

For any task requiring less than five hours of estimated work, the County will provide a written request for services and the Consultant may proceed with work for up to five hours to complete the requested task.

For any task requiring more than five hours of estimated work, the County shall first provide a written description of the specific task, anticipated deliverables, and a proposed timeline. The Consultant shall respond with any recommended changes, a list of the project team who will be working on the task and the estimated number of hours per classified employee to complete the task. The County will then provide written authorization to proceed with the work for that task up to the agreed upon hours. The County shall pay the Consultant only for work authorized by the project manager and accepted by the County according to the fee schedule shown in Schedule B.

Task 1: Water Quality Monitoring and Analysis

The Consultant will assist SWM staff and volunteers with lake water quality monitoring and data analysis. Responsibilities may include:

- A. Review and recommend updates to SWM's monitoring protocols
- B. Create or update quality assurance/quality control (QA/QC) plans
- C. Collect and analyze lake water quality and sediment samples.
- D. Evaluate lake monitoring data to identify trends, issues, and concerns.
- E. Provide comments and feedback on technical reports prepared by SWM.
- F. Assist in the development or review of tools to enhance data reporting and visualization.

Task 2: Lake Problem Assessment and Restoration

The Consultant will support SWM staff and residents in addressing water quality and ecological issues affecting individual lakes. Responsibilities may include:

- A. Research and provide answers to scientific and management questions related to lake and watershed health.
- B. Design monitoring programs or diagnostic studies for specific lakes and assist with implementation
- C. Analyze lake data, develop nutrient models, and identify specific problems and their potential causes
- D. Research and develop recommendations and strategies for lake restoration techniques
- E. Conduct scientific analysis and engineering reviews of lake restoration implementation projects
- F. Provide support for grant applications aimed at addressing specific lake issues

Task 3: Aquatic Plant Management

The Consultant will provide expertise in managing aquatic plant issues in county lakes. Responsibilities may include:

- A. Recommend appropriate aquatic plant survey methods for specific lakes and assist with implementation
- B. Identify aquatic plant specimens provided by SWM
- C. Develop control strategies and provide recommendations for managing aquatic plant infestations
- D. Review and provide feedback on aquatic plant management plans developed by SWM

Task 4: Technical Assistance and Communication

The Consultant will assist SWM in engaging residents, lake groups, and public officials to promote understanding and collaboration in lake management. Responsibilities may include:

- A. Provide written or verbal responses to resident inquiries regarding lake health and management issues
- B. Review and recommend public outreach materials on lake management topics
- C. Deliver or provide technical support for educational presentations to lake group, volunteers or elected officials

Schedule B
Compensation

The budget for work to be performed under the Agreement is One Hundred Five Dollars (\$105,000). Total Compensation will not **exceed \$105,000**.

Snohomish County Agreement # SWMCC01-25 Limnological Consulting Services for Lake Management Program	
Herrera Environmental Consultants, Inc. 2025 Billing Rate Schedule	
Labor Category	Maximum Hourly Billing Rate
Accounting Administrator I, II, III, IV	\$208.21
Accounting Administrator V	\$222.59
Accounting Administrator VI	\$279.92
Accounting Administrator VII	\$302.38
Administrative Coordinator III, IV	\$148.86
Administrative Coordinator V	\$164.37
CAD Designer I, II	\$119.86
CAD Designer III, IV	\$175.13
CAD Designer V	\$189.17
Construction Inspector II	\$154.10
Engineer I	\$145.33
Engineer II	\$167.76
Engineer III	\$187.35
Engineer IV	\$235.36
Engineer V	\$300.94
Engineering/Environmental Technician I	\$124.99
Engineering Intern	\$82.19
Environmental Engineer III	\$177.94
GIS Analyst I	\$115.23
GIS Analyst II	\$114.75
GIS Analyst III	\$162.63
GIS Analyst IV	\$175.65
GIS Analyst V	\$203.24
GIS Analyst VI	\$232.86
GIS Analyst VII	\$291.08
IT Technician III	\$141.91
IT Specialist V	\$176.15

Landscape Designer I	\$126.47
Landscape Designer II, Senior Graphic Designer	\$136.88
Landscape Architect III	\$161.94
Landscape Architect IV	\$189.34
Landscape Architect V	\$224.27
Landscape Architect VI	\$254.78
Planner I	\$116.43
Planner II	\$136.98
Planner III	\$167.80
Planner IV	\$184.41
Planner V	\$245.43
Planner VI	\$256.84
Planner VII	\$267.11
Project Accountant I, II	\$128.25
Project Accountant III, IV	\$181.46
Project Accountant V	\$198.62
Science Intern	\$78.90
Scientist I	\$116.09
Scientist II	\$141.23
Scientist III / Limnologist	\$139.62
Scientist III	\$168.72
Scientist IV / Senior Ecologist	\$211.05
Scientist IV / Senior Limnologist	\$214.27
Scientist IV	\$230.84
Scientist V	\$258.89
Scientist VI	\$315.26

Only Labor Classifications listed in this Schedule B are eligible for payment. Rates invoiced shall not exceed the Max Comp Rate per Hour for each classification listed in this Schedule B. All Consultant invoices **must** list classifications being invoiced **exactly** as stated in Schedule B.

The rates listed in this Schedule B shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the County. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement, shall be utilized.

Herrera 2025 Other Expenses

Category	Cost Item	Unit	Cost
Boat	Inflatable boat/motor	Day	\$150.00
Camera/Videography	Camera, underwater video	Day	\$100.00
Decontamination	Decontamination supplies	Day	\$15.00
Diving Equipment	Dive boat	Day	\$400.00
Diving Equipment	Dive gear (first day without air)	Day	\$200.00
Diving Equipment	Dive gear (additional day without air)	Day	\$100.00
Diving Equipment	Diver air tank (first day)	Day	\$15.00
Diving Equipment	Diver air tank (additional day)	Day	\$8.00
Diving Equipment	Diver air tank fill	Fill	\$8.00
Diving Equipment	Diver spare air	Day	\$10.00
Diving Equipment	Respirator/cartridges	Day	\$25.00
Diving Equipment	Tyvek suit	Each	\$40.00
Diving Equipment	Underwater scooter	Day	\$150.00
GPS/Collector	GPS antenna (Trimble)	Day	\$25.00
GPS/Collector	GPS unit (Arrow 100 w/ iPad)	Day	\$85.00
GPS/Collector	GPS unit (Bad Elf Pro w/ iPad)	Day	\$45.00
GPS/Collector	GPS unit (Bad Elf Surveyor w/ iPad)	Day	\$60.00
GPS/Collector	GPS unit (Garmin)	Day	\$20.00
GPS/Collector	GPS unit (Garmin/Toughbook navig)	Day	\$50.00
GPS/Collector	GPS unit (Leica GS14 Base/Rover)	Day	\$480.00
GPS/Collector	GPS unit (Leica GS14 Base/Rover)	Hour	\$60.00
GPS/Collector	GPS unit (Trimble)	Day	\$85.00
GPS/Collector	GPS unit (Trimble Catalyst w/ iPad)	Day	\$85.00
GPS/Collector	GPS RTK equipment rental	Day	\$165.00
Pump	Peristaltic pump	Day	\$25.00
Sampling/Metering/Lab Equipment	Current meter (Swoffer/Global Flow Probe)	Day	\$25.00
Sampling/Metering/Lab Equipment	Current meter (Marsh McBirney)	Day	\$75.00
Sampling/Metering/Lab Equipment	DO meter (YSI)	Day	\$30.00
Sampling/Metering/Lab Equipment	Ekman sediment sampler	Day	\$20.00
Sampling/Metering/Lab Equipment	Field filters	Each	\$30.00
Sampling/Metering/Lab Equipment	Flow meter/data logger (Flo-tote 3)	Day	\$50.00
Sampling/Metering/Lab Equipment	Hydrolab HL4 Multimeter	Day	\$100.00
Sampling/Metering/Lab Equipment	pH meter (Hanna)	Day	\$25.00
Sampling/Metering/Lab Equipment	Sediment Core Tubes (2-5/8 inch D by 4 feet long)	Each	\$75.00
Sampling/Metering/Lab Equipment	Sediment Corer – ARI Universal Hammer	Day	\$200.00
Sampling/Metering/Lab Equipment	Van Dorn water sampler	Day	\$10.00
Sampling/Metering/Lab Equipment	Water level indicator	Day	\$20.00
Sampling/Metering/Lab Equipment	Water quality multimeter (YSI)	Day	\$125.00
UAS	UAS data processing fee	Data Set	\$150.00
UAV	DJI Phantom 4 Pro UAV (drone)	Day	\$100.00
UAV	DJI Mini 3 Pro UAV (drone)	Day	\$65.00

Schedule C
Reimbursable Costs

Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

Reimbursable Classifications	Rates
Mileage	Current GSA Rate
Postage/Courier	At Cost
Supplies	At Cost
Lodging/Per Diem	Current GSA Rate

Any ODC not included in the above list 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.