

1 SNOHOMISH COUNTY COUNCIL
2 SNOHOMISH COUNTY, WASHINGTON

3
4 ORDINANCE NO. 25-085
5

6 APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE
7 INTERLOCAL AGREEMENT BETWEEN THE STATE OF WASHINGTON
8 DEPARTMENT OF FISH AND WILDLIFE AND SNOHOMISH COUNTY FOR
9 OPERATION AND MAINTENANCE OF PUBLIC ACCESS OF CHINOOK
10 MARSH
11

12 WHEREAS, the County and the Washington State Department of Fish and
13 Wildlife (WDFW) actively collaborate to restore, enhance, maintain and manage
14 estuarine wetland habitat and recreational opportunities in the best interest of fish,
15 wildlife and residents of Snohomish County and Washington State; and
16

17 WHEREAS, the County has acquired real property for the project area
18 commonly known as Chinook Marsh (the "Property"), located within the Snohomish
19 River Estuary; and
20

21 WHEREAS, Snohomish Basin Salmon Conservation Plan identified the
22 Drainage District 6 Estuary Restoration (now known as Chinook Marsh Restoration
23 project) as important for recovery of Endangered Species Act (ESA) listed salmon
24 species, and in May 2005 the Snohomish County Council passed resolution 05-
25 026 supporting Plan implementation; and
26

27 WHEREAS, the Chinook Marsh Restoration project site lays within an area
28 designated as a "no shooting area" except for shotgun shooting during legal open
29 hunting season under chapter 10.12 Snohomish County Code (SCC), and has
30 been informally used for waterfowl hunting for multiple decades; and
31

32 WHEREAS, pursuant to 39.34 RCW, the parties wish to allow WDFW to
33 access, maintain and operate hunting amenities on the Property while the
34 Agreement is in effect, for the benefit of the public, while the County continues to
35 maintain ownership; and
36

37 WHEREAS, the County Council held a public hearing on _____,
38 2025, to consider approving and authorizing the County Executive to sign the
39 agreement attached as Exhibit A to this ordinance on the County's behalf;
40

41 NOW, THEREFORE, BE IT ORDAINED:

ORDINANCE NO. 25-085
INTERLOCAL AGREEMENT BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF FISH AND
WILDLIFE AND SNOHOMISH COUNTY FOR OPERATION
AND MAINTENANCE OF PUBLIC ACCESS OF CHINOOK MARSH

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 State of Washington Department of Fish and Wildlife for Operation and Maintenance of Public Access of Chinook Marsh* in the form attached hereto as Exhibit A. The County Council further authorizes the County Executive to authorize and memorialize administrative amendments.

PASSED this ____ day of _____, 2025.

ATTEST:

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Clerk of the Council

Council Chair

☐ APPROVED

DATE: _____

☐ EMERGENCY

☐ VETOED

Dave Somers
County Executive

ATTEST: _____

Approved as to form only:

Richmond,
Christina

Digitally signed by
Richmond, Christina
Date: 2025.10.09
11:52:38 -07'00'

Deputy Prosecuting Attorney

EXHIBIT A
to
ORDINANCE NO. 25-085

INTERLOCAL AGREEMENT BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF FISH AND WILDLIFE AND
SNOHOMISH COUNTY FOR OPERATION AND MAINTENANCE OF PUBLIC
ACCESS OF CHINOOK MARSH

[See Attached]

**INTERLOCAL AGREEMENT BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
AND SNOHOMISH COUNTY FOR OPERATION AND MAINTENANCE OF
PUBLIC ACCESS OF CHINOOK MARSH**

This INTERLOCAL AGREEMENT (this “Agreement”), is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the STATE OF WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, a governmental agency of the State of Washington (“WDFW”), pursuant to Chapter 39.34 RCW.

RECITALS

A. Snohomish Basin Salmon Conservation Plan identified the Drainage District 6 Estuary Restoration (now known as Chinook Marsh Restoration project) as important for recovery of Endangered Species Act (ESA) listed salmon species, and in May 2005 the Snohomish County Council passed resolution 05-026 supporting Plan implementation.

B. The Chinook Marsh Restoration project site lays within an area designated as a “no shooting area” except for shotgun shooting during legal open hunting season under chapter 10.12 Snohomish County Code (SCC) and has been informally used for waterfowl hunting for multiple decades. Recent additional land acquisitions and a concerted restoration planning effort have revealed a need to formalize hunting arrangements at the Chinook Marsh site to continue providing hunting access while considering restoration planning needs, addressing parking constraints along Home Acres Road and maintaining private property rights of neighboring properties.

C. The County and WDFW actively collaborate to restore, enhance, maintain and manage estuarine wetland habitat and recreational opportunities in the best interest of fish, wildlife and residents of Snohomish County and Washington State.

D. The County and WDFW partner in planning for the Chinook Marsh Restoration project to ensure fish and wildlife benefits are achieved and recreation needs are considered in project designs. While restoration project planning continues for Chinook Marsh, the County and WDFW collaborate to provide hunting access while providing a safe environment for non-hunting site users, the neighboring community, and travelers on Home Acres Road.

E. The County has acquired real property for the project area commonly known as Chinook Marsh (the “Property”), located within the Snohomish River Estuary, and as legally described in Exhibit A attached hereto, depicted on Exhibit B attached and incorporated herein by this reference. The improvements to the Property include two gravel parking areas - one off of Fobes Road at the northern end of the property and one-off Home

Acres Road at the southern end of the Property. There is a gravel road atop the County-owned levee that separates the site from Ebey Slough.

F. Pursuant to 39.34 RCW, the parties wish to allow WDFW to access, maintain and operate hunting amenities on the Property while the Agreement is in effect, for the benefit of the public, while the County continues to maintain ownership.

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 WDFW agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and WDFW as they relate to the operation and maintenance of the Property for public recreational use while the Agreement is in effect. The primary role for the County is to make the Property available to WDFW to provide safe and regulated hunting access while ensuring compliance with the grant fund source requirements and commitments made to third parties, as more specifically detailed below, during the continued planning, design and ultimate construction of the Chinook Marsh Restoration project.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website (the "Effective Date"). This Agreement shall remain in effect for five (5) years following the Effective Date, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to three (3) additional five (5) year terms, for a total of 20 years, at the sole discretion of the County, by written notice from the County to WDFW.

3. Administrators.

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

County's Initial Administrator:

SNOHOMISH COUNTY
Department of Conservation and
Natural Resources
3000 Rockefeller Ave M/S303
Everett, WA 98201
Michael Rustay, Project Spec. IV
425-262-2627

State's Initial Administrator:

STATE OF WASHINGTON
DEPARTMENT OF FISH AND
WILDLIFE
7112 265TH ST
Stanwood, WA 98292
Brandon Roozen, Region 4 Private
Lands Program
253-303-3821

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

4. Responsibilities of WDFW.

4.1 Operation as Public Property. WDFW shall operate the Property as public access property and for such ancillary uses or purposes as are commonly associated with a public facility and for no other purpose or use whatsoever without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. The County may enter the Property at any time for purposes of inspecting and ensuring that Property usage is in compliance with this with the terms of this Agreement.

4.2 Public Access. The Property shall be available to the public for hunting during migratory bird season while the Agreement is in effect, at the discretion of WDFW. Additional public access must comply with the grant requirements including wildlife viewing, fishing (as allowed by WDFW rules) and walking in consultation with the County and appropriate funding agencies. No overnight camping is allowed.

4.3 Utility Service to the Property. There are no utilities serving the Property. Any utilities installed on the Property shall be at the sole cost and expense of WDFW and upon prior written approval of the County prior to installation.

4.4 Access to Utility Easements. Water, petroleum and power utilities cross the site through easements. WDFW will ensure access for monitoring, maintenance, or other construction requirements of these utilities is maintained during the performance period.

4.5 Usage Fees and Licensing. WDFW may require, at its sole discretion, a Discover Pass for parking at either or both parking areas on the Property. WDFW may issue licenses to third parties and collect fees therefrom for all activities in the Property, subject to: (a) Washington State Recreation and Conservation Office (RCO) guidelines as outlined in RCO Long-Term Obligations Manual 7 and all other deed restrictions associated with the Property. The authority for granting and/or conveying all other, easements, or other grant or conveyance of real property interest shall remain with the

County.

4.6 Enforcement. WDFW enforcement officers will provide enforcement of hunting rules and other laws and site rules within their authority on the Property while the Agreement is in effect. Special attention will be paid to the Property during the migratory game bird season to manage hunting reservation compliance and ensure designated uses for established areas of the Property are being observed. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the County. The Property is subject to the Snohomish County Code and all other rules and regulations adopted by the County. The County retains the right to, at its sole cost and expense, enforce the Snohomish County Code, rules and regulations within the Property, and monitor the Property for appropriate use.

4.7 General Maintenance. WDFW shall maintain in good working order and make any needed repairs to the existing and any future hunting related improvements on the Property during the term of this Agreement. Except as where otherwise provided in this Agreement, WDFW shall, at its sole cost and expense, keep and maintain the Property and all improvements related to public hunting access and use located thereon in good condition and repair, subject to ordinary wear and tear that occurred during the period the site is managed by WDFW. All such maintenance and repair for which WDFW is responsible shall be performed by WDFW in a good and workmanlike manner in compliance with all applicable laws.

4.8 Garbage and Debris. During the migratory game bird season, WDFW shall, at its sole cost and expense, collect and dispose of any and all debris associated with hunting activities, located within the Property. Outside the migratory game bird season, WDFW may organize and conduct cleanup efforts on the Property at their sole cost and expense. WDFW will coordinate cleanup event scheduling with the County so restoration project partners and stakeholders can be notified.

4.9 Signage. WDFW shall coordinate with the County to provide onsite information about Property arrangements and rules (detailed in Section 5) and Chinook Marsh Restoration project planning process. WDFW will maintain, at its sole cost and expense, informational signs which provide contact information for WDFW as sole contact for hunting access during the migratory game bird season while the Agreement is in effect. Signage language shall be mutually agreed upon between WDFW and the County. WDFW will provide and install signage and maps appropriate for the Site. A site map displaying hunting arrangements is attached herein as Exhibit C. This signage includes posting the boundary of mutually agreed upon hunting area within the site with No Hunting - Safety Zone and creating large site maps to be posted at both the Home Acres Road and Fobes Road parking areas. This agreed upon hunting area may be adjusted as restoration project planning progresses and/or in response to comments by hunters, walkers, or neighboring residents. WDFW will update signage to reflect mutually agreed upon changes as soon as reasonably possible.

4.10 Public Communication. WDFW will develop and publish on its website and/or mobile application, specific rules and site map. WDFW will provide staff as public contacts for discussions regarding waterfowl hunting access to the Property.

5. Public Access Arrangements and Rules. The County and WDFW will recognize the following arrangements and rules for public access at the Property:

5.1 The County will make available the parking area off Home Acres Road exclusively for WDFW to provide hunting access, each year, during the WDFW defined migratory bird season, generally, including special hunt days, between the dates of September 1st and March 31st. With County agreement, WDFW will determine the number, timing and character of reservations made available to hunters but will limit the number of reservations granted during any one time period to the number of available parking spaces at the Home Acres parking area.

5.2 Hunting access to the Property will only be allowed by through the WDFW reservation system and registered hunters will be required to park vehicles at established spaces in the designated parking area off Home Acres Road. Hunters may not use other parking areas, designated or otherwise, to access hunting on the site.

5.3 The main gate to the Home Acres Road parking area will remain closed and locked with a combination lock, the combination for which will be provided to hunters with reservations. A secondary gate, located past the parking area and providing further utility access to the site, will remain closed and locked with individual locks for respective utilities. WDFW may add a lock to the secondary gate for enforcement and maintenance access.

5.4 The smaller parking lot at the end of Fobes Road will remain available for parking for walking, wildlife viewing and other allowable non-hunting uses.

5.5 WDFW and the County will designate specific areas within the property for hunting or walking and wildlife viewing to segregate uses on the site and avoid conflicts between user groups. WDFW will provide enforcement of designated hunting and non-hunting areas and other site rules.

5.6 Public waterfowl hunting access is allowed from 4:00 AM to 7:00 PM per the Region 4 Private Lands Program Waterfowl Habitat and Access Program rules.

5.7 The Property will have a daily 15-shell limit, per the Region 4 Private Lands Program Waterfowl Habitat and Access Program.

5.8 WDFW may, at its sole cost and expense, provide temporary hunting blinds within each reservable area, restrict active hunting to these blinds, and enforce the use of blinds, per the Region 4 Private Lands Program Waterfowl Habitat and Access Program.

6. Alterations and Improvements.

6.1 **No Conversion or Non Compliance with Grant Sources.** WDFW may not make additions, changes, alterations, or improvements to the Property that are inconsistent with this Agreement, conveyance deed(s), easements, third party agreements, or Grant contracts associated with the Property. WA State Department of Ecology Grant Agreement No. G9400326 and the US Fish and Wildlife Service National Coastal Wetlands Grant No. WA-C-4-1 (AF#202501080284), US Fish and Wildlife Service (National Coastal Wetlands Conservation Grant Program) and State of Washington, Department of Ecology Deed of Executory Interest (AF#200007280336), Snohomish County Conservation Futures Declaration of Protective Covenants, Conditions and Restrictions (AF#200007280337), Declaration of Protective Covenants, Conditions and Restrictions for Drainage District No. 6 (AF#s 9601190075, 9601190076, 9601190077, 9601190078), Conservation Easement Reservations, United States, Department of Agriculture, Farmers Home Administration (AF#9810260343), Deed of Reconveyance, United States, Department of Agriculture, Farmers Home Administration (AF#9402090290), Department of Natural Resources Aquatic Lands Enhancement Account Program Grant Agreement AL-97-11 (AF#9808100032). WDFW acknowledges that the Property was acquired for the approved purpose of protecting in perpetuity the coastal wetland ecosystem values for which the Property was acquired. WDFW further acknowledges that the Property will be administered for the conservation of the Property and waters and the hydrology and natural heritage resources dependent thereon and will continue to be used for the approved purpose for which it was acquired.

6.2 **Consent by the County.** WDFW may not make Alterations without first obtaining the prior written consent of the County.

6.3 **Alterations by WDFW.** All Alterations shall be performed: (a) at WDFW's sole cost and expense unless funding is obtained through a RCO or other grant or donation source; (b) in a good safe environment and performed in a professional workmanlike manner, with all materials used being of a quality at least as good as or better than existing condition those already in use on the Property; (c) in accordance with plans and specifications approved by Snohomish County and associated grant/sponsor agencies; and (d) in compliance with all applicable laws, codes and regulations including but not limited to those related to prevailing wages (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278), and all codes and regulations. The County hereby expressly disclaims any responsibility or liability for same.

6.4 **Disposition of Alterations at Termination.** Upon the expiration or earlier termination of this Agreement, all fixed Alterations shall remain in and be surrendered with the Property as a part thereof, unless, with respect to any Alteration, the County specifies in its consent to the construction of such Alteration that such Alteration must be removed

prior to surrender, in which case WDFW shall, prior to surrender, remove the Alteration in question and repair any damage to the Property caused by such removal.

6.5 **Liens.** WDFW shall keep the Property free from any liens arising out of work performed for, materials furnished to, or obligations incurred by, or on behalf of, WDFW. Any construction liens filed against the Property for work claimed to have been furnished to WDFW will be discharged by WDFW, by bond or otherwise, within ten (10) days after the filing of the claim or lien, at WDFW's sole cost and expense. Should WDFW fail to discharge any such construction lien, the County may at its election pay that claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost to the County shall be immediately due and payable by WDFW. WDFW shall indemnify and hold the County harmless from and against any liability arising from any such lien.

7. **Independent Contractor.**

WDFW will perform all work associated with the Property as an independent contractor and not as an agent, employee, or servant of the County. WDFW shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of WDFW and not the County. The County shall only have the right to ensure performance.

8. **Indemnification/Hold Harmless.**

WDFW shall assume the risk of, be liable for, and pay all damage, loss, costs, and expense arising out of WDFW's operation and maintenance of the Property, except that caused by the sole negligence and/or willful misconduct of the County and its employees acting within the scope of their employment. WDFW shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including, but not limited to, any employee, contractor, licensee, invitee and/or any other persons who may be in, on, around or upon the Property with the express or implied consent of WDFW or arising out of or suffered, directly or indirectly, by reason of or in connection with the Property or the performance of this Agreement, or any act, error, or omission of WDFW, WDFW's employees, agents, and subcontractors, whether by negligence or otherwise. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes WDFW's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. WDFW agrees that this waiver has been mutually negotiated.

9. Condition of Property.

WDFW acknowledges and agrees that it has had an adequate opportunity to inspect the Property and is accepting the Property in its current condition, AS IS, WHERE IS, subject to all faults and defects, known and unknown. WDFW further represents and warrants to the County that except for the County's express representations, warranties, covenants and obligations under this Agreement and the exhibits hereto, WDFW has not relied and will not rely on, and the County is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property and the Property Improvements.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or WDFW fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) 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 twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 180 Days' Notice. Except as provided in Sections 12.2 and 12.3 below, either party may terminate this Agreement at any time, with or without cause, upon not less than one hundred eighty (180) days advance written notice to the other party, PROVIDED, HOWEVER, that the County may terminate this Agreement immediately if, in the County's sole discretion, immediate termination is necessary to protect the public health, safety or welfare. A termination notice given under this Section 12.1 shall specify the date on which the Agreement shall terminate.

12.2 Lack of Funding. This Agreement is contingent upon governmental

funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.3 Termination for Breach. In the event that WDFW commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to WDFW.

12.4 Termination upon Change of Ownership. Upon a change of ownership of the Property, this Agreement shall terminate immediately. Upon a change of ownership comprising "Property" for purposes of this Agreement, this Agreement shall terminate.

13. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Nondiscrimination.

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.

WDFW 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 WDFW of WDFW's compliance with the requirements of Chapter 2.460 SCC. If WDFW 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 WDFW's obligations under other federal, state, or local laws against discrimination.

16. Miscellaneous.

16.1 Entire Agreement; Amendment(s). 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 executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

16.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibits or schedule and the text or main body of this Agreement, the text or main body of this Agreement, or to any modifications or amendments to this Agreement shall prevail.

16.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with 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. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

16.4 Interpretation. 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 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.

16.5 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.

16.6 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 either party of any particular Default constitute a waiver of any other Default or any similar future Default.

16.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by WDFW without the express written consent of the County, which may be granted or withheld at the County's sole discretion. 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.

16.8 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.

16.9 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.

16.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

16.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

16.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of WDFW and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

16.13 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 parties have executed this Agreement as of the date of the last party to sign.

COUNTY:

SNOHOMISH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
WASHINGTON

David Somers

By _____
Title: Snohomish County Executive

WDFW:

STATE OF WASHINGTON
DEPARTMENT OF FISH AND
WILDLIFE

Signed by: *Kirsten Taylor* 11/13/2025 | 9:48 AM PST
By _____ Kirsten Taylor
D07129CB127343A...
Its: Contracts Team Manager

Approved by Risk Management:

Digitally signed by Barker,
Sheila
Date: 2025.12.01 08:17:47
-08'00'

Barker, Sheila
Risk Management

Approved as to Form:

Digitally signed by
Richmond, Christina
Date: 2025.10.09
11:53:13 -07'00'

Richmond,
Christina
Deputy Prosecuting Attorney

In Process

EXHIBIT A

Legal Description of Property

Portions of the following County parcel numbers as follows:

In the Plat of Peacedale Acreage Tracts, in Volume 7 of Plats, page 24, SCW;

00541700001002

00541700001003

00541700001201

00541700001203

In the Plat of Riverside Garden Tracts, in Volume 6 of Plats, page 30, SCW;

00557500001302

00557500003003

00557500003103

00557500003201

In the Plat of King Acres, in Volume 33 of Plats, page 64, SCW;

00589300000200

In the Plat of Basco Addition, in Volume 29 of Plats, pages 38 and 39, SCW;

00627800000300

00627800000400

00627800000500

00627800000600

In the northeast quarter of Section 3, Township 28 N, Range 5 E, SCW;

28050300100200

28050300100500

28050300103700

28050300104400

29053500101600

28050300100400

28050300100600

28050300100700

28050300100900

28050300104500

28050300104900

In the northwest quarter of Section 3, Township 28 N, Range 5 E, SCW;

28050300200200

28050300200600

28050300201700

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH
COUNTY AND WASHINGTON DEPARTMENT OF FISH
AND WILDLIFE FOR THE OPERATION AND MAINTENANCE
OF PUBLIC ACCESS OF CHINOOK MARSH

**28050300202100
29053500202200
28050300202300
28050300202700
28050300203000
28050300203100**

**In the northwest quarter of Section 26, Township 29 N, Range 5 E, SCW;
29052600204200
29052600204300**

**In the southeast quarter of Section 34, Township 29 N, Range 5 E, SCW;
29053400400300
29053400400400
29053400400500
29053400400600
29053400400700**

**In the northeast quarter of Section 35, Township 29 N, Range 5 E, SCW;
29053500100800
29053500100900
29053500101100**

**In the southwest quarter of Section 35, Township 29 N, Range 5 E, SCW;
29053500300100
29053500300300
29053500300400
29053500301300
29053500301600
29053500301700
29053500301800**

Situate in the County of Snohomish

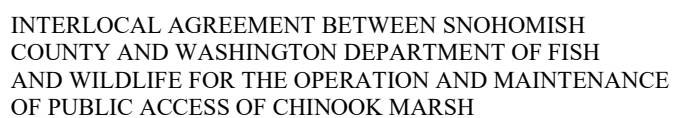
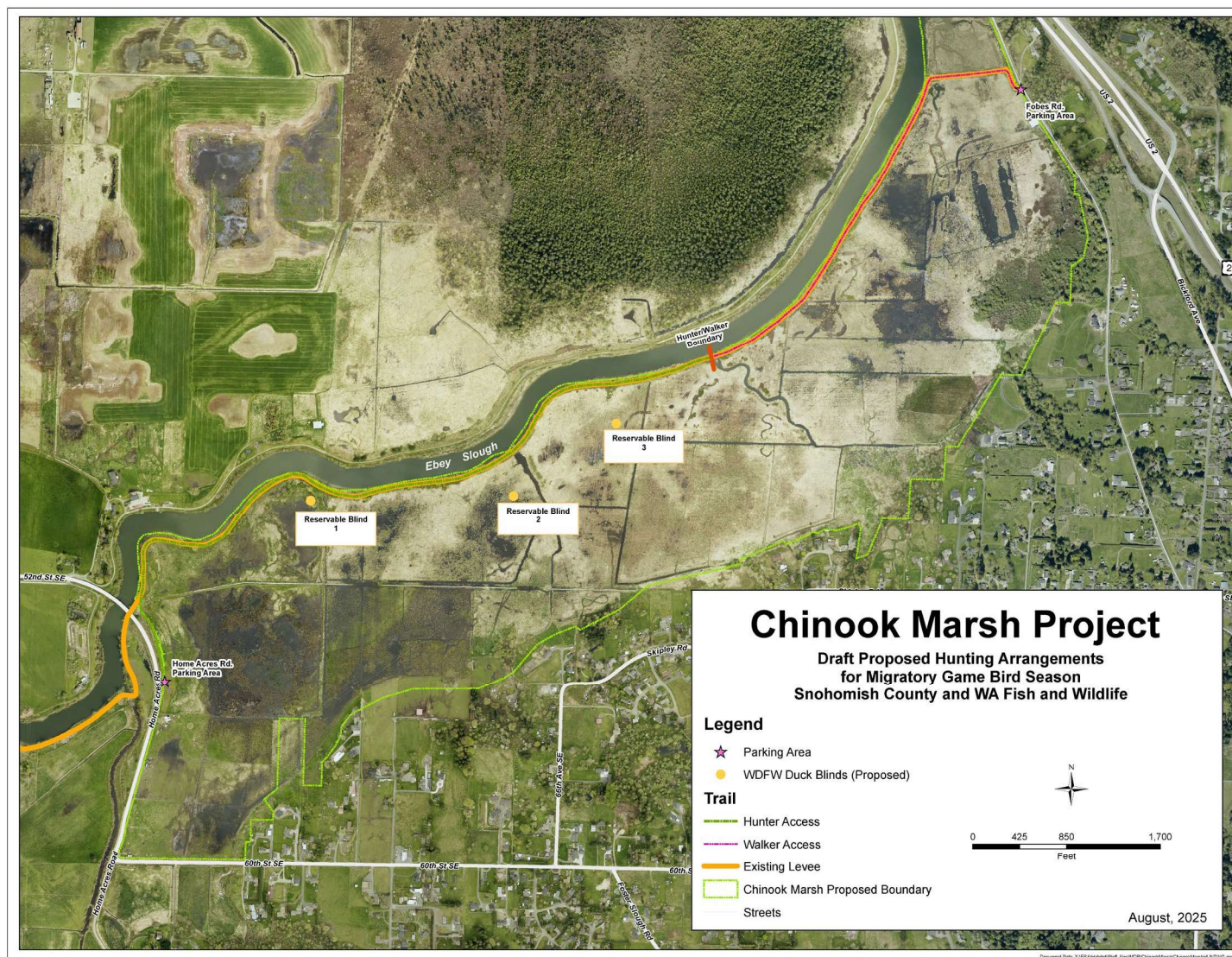


EXHIBIT C

Map for Display on Site



INTERLOCAL AGREEMENT BETWEEN SNOHOMISH
 COUNTY AND WASHINGTON DEPARTMENT OF FISH
 AND WILDLIFE FOR THE OPERATION AND MAINTENANCE
 OF PUBLIC ACCESS OF CHINOOK MARSH