

## **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 EVERETT, a Washington municipal corporation**, (the “City”), and **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the “County”).

### **RECITALS**

- A.** Silver Lake lies within the boundaries of the City of Everett.
- B.** Silver Lake is an important water resource for the City of Everett 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 Silver Lake.
- D.** The City does not have the staff or resources to monitor water quality at Silver Lake.
- E.** The City desires to retain the services of the County to perform certain water quality monitoring at Silver Lake 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, 2029 (the “Expiration Date”); provided, however, that both the City and the County’s obligations after December 31, 2024, 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**

Beginning in 2025, the County, through the assistance of trained citizen volunteers, will perform basic water quality monitoring of Silver Lake two times per month from May through October of each contract year depending on volunteer availability. Basic monitoring will be conducted in the deepest portion of the lake and will consist of measurements of water clarity (Secchi depth) and near-surface water temperature, as well as observations of water color and algae abundance.

Water column profiles for temperature and dissolved oxygen will also be taken as a part of basic monitoring per availability of a dissolved oxygen/temperature meter (meter). If the City provides a meter, the profiles will be included every year as part of basic monitoring. The County will provide basic maintenance of a City-provided meter, but will not be responsible for repairs. If the City does not provide a meter, then Silver Lake volunteers will be provided with a County meter at least every third year. The County will be responsible for all maintenance and repairs of County-provided instruments.

The County will also provide more detailed monitoring of Silver Lake from June through September of each contract year including in months when a volunteer is not available. The detailed monitoring will be conducted in the deepest portion of the lake and will include water samples for laboratory analysis. The sampling depths and associated parameters to be analyzed are as follows:

Parameter	1 meter	5 meter	15 meter
Total Phosphorus (TP)	X	X	X
Soluble reactive phosphorus (SRP)	X	X	X
Total Persulfate Nitrogen (TPN)	X		
Chlorophyll <i>a</i>	X		

All monitoring will be conducted in accordance with the “Quality Assurance Monitoring Plan for the Snohomish County Lake Management Program” as updated. Citizen volunteers will be trained by the County in proper monitoring techniques and will be supervised by County staff. Water samples will be analyzed by a Washington State Department of Ecology-accredited laboratory. The laboratory results are sent to the County in electronic format. The cost for all such services shall be as set forth in Section 5 below.

### **3.2. Reporting of Water Quality Data**

All data collected from Silver Lake 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 short summary for the public of lake health. The second report is a more detailed report with a summary of all data collected through the monitoring program. The reports for a given calendar year shall be delivered to the City on or before March 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 raw data shall also be provided to the City upon request.

If requested by the City, County staff will also provide one annual public presentation on the condition of water quality in Silver Lake. 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 Silver Lake.

### **3.3. Technical Assistance**

County staff will be available to respond to questions from the public and the City about the water quality conditions in Silver Lake 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 Silver Lake and/or its tributaries; (ii) monitoring of blooms of potentially toxic algae; (iii) commencement of other activities as requested or as mutually agreed that enhance the City's water quality 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 Executive.

### **5. COMPENSATION**

#### **5.1. Cost of Lake Monitoring Services in 2025**

The City shall pay the County \$6,724 in 2025 for the cost of Lake Monitoring Services. The City will be notified of costs for subsequent years as noted in Section 5.3 below.

#### **5.2. Cost of Additional Services**

Unless specifically otherwise provided herein, the County shall be compensated for all 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 Additional Services.

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

Beginning in 2025, 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. 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; or (2) the City rejects the County's cost estimate.

#### **5.4. Total Services Not to Exceed \$50,000 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 Fifty Thousand Dollars (\$50,000.00) (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 one invoice to the City by October 1st of each year itemizing the cost of providing the Lake Monitoring Services for the current calendar year. The County shall also submit one or more invoices each year to the City for any Additional Services agreed to by the County and the City. Invoices for Additional Services shall describe in reasonable detail the cost of time and materials spent by the County on Additional Services during the period at issue. The City shall pay each invoice within thirty (30) days of receiving same. Invoices shall be sent to the following addresses:

City of Everett  
Attn: Dana Zlateff  
3200 Cedar Street  
Everett, WA 98201

## **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 on a pro-rated basis. 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 and contractors 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 Everett:

ATTN: Dana Zlateff  
3200 Cedar Street  
Everett, WA 98201  
Telephone: 425-257-8927  
Email: [dzlateff@everettwa.gov](mailto:dzlateff@everettwa.gov)

To the County:

Surface Water Management Director  
Snohomish County Department of  
Conservation and 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 received.

## 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 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

Harper, Lacey

Digitally signed by Harper,  
Lacey  
Date: 2025.01.16  
15:14:47 -08'00'

County Executive

Date

**Approved as to Form:**

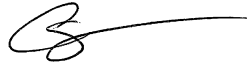
Kisielius,  
Laura

Digitally signed by  
Kisielius, Laura  
Date: 2025.01.14  
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Deputy Prosecuting Attorney

**CITY OF EVERETT:**

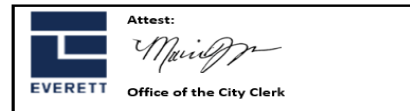
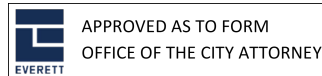
City of Everett, a Washington municipal  
corporation



01/08/2025

Title:

Date













# 2024 City of Everett\_SilverLake\_Final\_1.6.25.DZ.flat

Final Audit Report

2025-01-09

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