

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

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

RECITALS

- A.** Blackmans Lake lies within the boundaries of the City.
- B.** Blackmans Lake is an important water resource for the City and 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 Blackmans Lake.
- D.** The City does not have the staff or resources to monitor water quality at Blackmans Lake.
- E.** The City desires to retain the services of the County to perform certain water quality monitoring at Blackmans 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 on January 1, 2025 (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, 2025, 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 described in Section 3 below (the “Lake Monitoring Services”); and (ii) any additional services related to water quality or quantity issues that may be mutually agreed upon in writing by the City and the County pursuant to Section 4 below (the “Additional Services”). The Services shall be

performed in a good and professional manner, consistent with accepted industry standards and in accordance with both the substantive and procedural requirements specified in this Agreement.

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

3. LAKE MONITORING SERVICES

3.1 Lake Water Quality Monitoring

The County or a county-trained volunteer will perform monthly water quality monitoring of Blackmans Lake each contract year. The County will provide all equipment to conduct monitoring. Monitoring measurements and water quality sampling will be conducted at the established monitoring location. Observational data may be taken at any location. Monthly monitoring will include the following:

- Water column profiles for temperature, dissolved oxygen; pH and conductivity will also be collected if County staff are conducting monitoring
- Measurements of water clarity (Secchi depth) and near-surface water temperature
- Observations of recreational use, weather conditions, water color, algal abundance, and the presence or absence of algal scum
- Phytoplankton and Zooplankton sampling - May through October (if requested by the City for that sampling year)
- The sampling depths and associated parameters to be analyzed are as follows:

Parameter/Depth	1 meter	1 meter above bottom
Total Phosphorus (TP) ¹	X	X
Soluble reactive phosphorus (SRP)	X	X
Total Persulfate Nitrogen (TPN)	X	X
Ammonia	X	X
Nitrite + Nitrate	X	X
Chlorophyll <i>a</i>	X	
Alkalinity ³	X	

Additional parameters or frequency of sampling may be added if requested by the City and approved by the County.

At the County’s option, additional basic lake monitoring will occur if the County successfully recruits a volunteer for Blackmans Lake. Such basic monitoring will be conducted once per month from May through October of each contract year (per the volunteer’s availability), so the lake will be monitored a total of twice per month. Basic

monitoring will consist of measurements of water clarity (Secchi depth), lake temperature, and observations of recreational usage, weather conditions, waterfowl usage, and presence of algal blooms.

All monitoring will be conducted in accordance with the “Quality Assurance Monitoring Plan for the Snohomish County Lake Management Program.” Volunteers will be trained by the County in proper monitoring techniques. 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

Monitoring data collected from Blackmans Lakes will be summarized annually in a water quality report card that will be made available to the City and the general public. The water quality report card will be a one-page summary for the public on lake health. The water quality report card for a given calendar year shall be delivered to the City on or before April 15 after the close of the calendar year at issue. In addition, a more detailed report will be provided and updated at least every three years. The detailed report will summarize data collected including long-term trends in lake conditions. Both reports will be made available on Snohomish County’s website unless otherwise directed by the City. The raw water quality data shall be available on the County’s online water quality database following completion of quality assurance checks. Copies of the lab reports shall be provided to the City upon request.

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

3.3 Alum Treatment Monitoring

When the City conducts an alum treatment, the City may request that the County conduct the required pre and/or post-treatment monitoring per the Washington State Department of Ecology’s Aquatic Plant and Algae Management General Permit (the “Permit”). The City will notify the County in writing of a planned alum treatment at least four (4) months prior to treatment. The County will provide the City a monitoring plan. The City will approve the monitoring plan per their Permit guidelines. Once the City approves, the County will implement the monitoring plan.

The anticipated post-treatment monitoring elements in the Permit are listed below but may be refined based on further guidance from Ecology or changes in Permit requirements. All alum treatment monitoring will be conducted during monthly monitoring when possible. The anticipated post treatment monitoring will likely occur 2-weeks, 1-month, 2-months, 3-months, 6-months, 9-months and 12-months post. Anticipated sampling parameters and locations are as follows:

Parameter	Shore Station at surface	Deep Station at surface
Total Aluminum	X	X
pH (in-situ)	X	X
Hardness	X	X
Dissolved Organic Carbon	X	X

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

3.4 Additional Water Quality Monitoring Services

County staff will provide technical assistance in response to specific water quality concerns in Blackmans Lake as requested by the City. If a site visit is in response to toxic algae, the County will provide identification of potentially toxic genera and, if found, will coordinate delivery of samples and testing through the Washington State Department of Ecology’s program. The County will coordinate with the City on posting and notifications for toxic algae.

3.5 Invasive Aquatic Plant Control

Each summer County staff will conduct a visual survey of aquatic plants growing around the entire shallow water area of the lake. This survey will note all plant species observed and approximate densities of aquatic plants around the lake. There will be special focus on identifying any non-native invasive aquatic plants that may be found in the lake. All findings shall be included in the water quality report described in Section 3.2 above.

Upon request, the County may also be willing to provide invasive aquatic plant management services including diver surveys, diver hand-pulling or diver assisted suction harvesting. The County may hire subcontractors to perform the invasive aquatic plant control services. The City will need to provide a written request for services with a scope of desired work. If able to perform the services, the County will provide a written cost estimate. Upon acceptance from the City, the County will proceed with the service. A written summary of the service and results will be provided annually in the water quality report described in Section 3.2 above.

3.6 Technical Assistance

County staff will be available to respond to questions from the public and the City about the water quality and ecological conditions in Blackmans Lake via email or phone. The County will provide plant identification services at Blackmans Lake 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 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 Blackmans Lake and/or its tributaries; (ii) monitoring of blooms of potentially toxic algae; and (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 during the Term of this Agreement, the City may request that the County perform one or more Additional Services. The City may request 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 of Snohomish’s Public Works Director and the County’s Department of Conservation and Natural Resources (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 Public Works Director 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. Subject to the total cost limitation described in Section 5.4 below, 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 Calculating the Cost of Services and Additional Services

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

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

5.2 Cost of Lake Monitoring Services in 2025

The County estimates the cost for Lake Monitoring Services in 2025 to be \$24,750 which includes alum treatment monitoring should a treatment occur in 2025. The City will be notified of estimated costs for subsequent years as noted in Section 5.3 below.

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 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 \$95,000 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 Ninety-Five Thousand Dollars (\$95,000.00) (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. Nothing herein precludes the parties from reaching a separate agreement as to additional services which may exceed the Maximum Cost in this Agreement.

5.5 Invoicing and Payment

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

City of Snohomish
Attn: Yoshihiro Monzaki
116 Union Avenue
Snohomish, WA 98290
Email: monzaki@SnohomishWA.gov

6 INDEPENDENT CONTRACTOR

All work performed by the County pursuant to this Agreement shall be performed by the County as an independent contractor and not as an agent or employee of the City. The County shall furnish, employ, and have exclusive control of all persons (including, but not limited to volunteers) to be engaged in performing the County's obligations under this Agreement (collectively, the "County Personnel") and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. The County Personnel shall for all purposes be solely the employees, agents or volunteers of the County and shall not be deemed to be employees or agents of the City for any purpose whatsoever. With respect to the County Personnel, the County shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, such as employment, Social Security, and other payroll taxes including applicable contributions from the County Personnel when required by law.

7 TERMINATION FOR CONVENIENCE

This Agreement may be terminated by any party for any reason or for no reason, by giving thirty (30) days advance written notice of termination to the other parties. 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, authorized volunteers, 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 parties 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 acknowledge, agree and understand that the other parties are public agencies 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 any 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 parties 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 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 Snohomish:
ATTN: Yoshihiro Monzaki
116 Union Avenue
Snohomish, WA 98290
Telephone: (360) 282-3161
Email: monzaki@snohomishwa.gov

To the County:
Snohomish County
ATTN: Surface Water Management
3000 Rockefeller Avenue M/S 303
Everett, Washington 98201
Telephone: (425) 388-3204
Email: Marisa.Burghdoff@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 they are competent and authorized to enter into this Agreement on behalf of the party for whom they purport 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:

CITY OF SNOHOMISH:

County Executive

Linda Redmon
Linda Redmon (Jan 16, 2025 14:20 PST)

Mayor

Jan 16, 2025

Title:

Date

Approved as to Form:

Steinberg,

Elie

County Attorney

Digitally signed by
Steinberg, Elie
Date: 2024.12.10
14:52:33 -0800'

Approved as to Form:

Emily Guildner

Emily Guildner (Jan 16, 2025 10:17 PST)

City Attorney

2024_SnoCo_BlackmansLake_ILA_ATF

Final Audit Report

2025-01-16

Created:	2025-01-16 (Pacific Standard Time)
By:	Brandi Whitson (whitson@snohomishwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAkws9BKcVVA04HWWKhOY2NKm444bTpk8

"2024_SnoCo_BlackmansLake_ILA_ATF" History

-  Document digitally presigned by Steinberg\, Elie (Elie.Steinberg@co.snohomish.wa.us)
2024-12-10 - 2:52:33 PM PST
-  Document created by Brandi Whitson (whitson@snohomishwa.gov)
2025-01-16 - 10:12:45 AM PST
-  Document emailed to emilyg@trustedguidancelaw.com for signature
2025-01-16 - 10:14:15 AM PST
-  Email viewed by emilyg@trustedguidancelaw.com
2025-01-16 - 10:17:04 AM PST
-  Signer emilyg@trustedguidancelaw.com entered name at signing as Emily Guildner
2025-01-16 - 10:17:53 AM PST
-  Document e-signed by Emily Guildner (emilyg@trustedguidancelaw.com)
Signature Date: 2025-01-16 - 10:17:55 AM PST - Time Source: server
-  Document emailed to redmon@snohomishwa.gov for signature
2025-01-16 - 10:17:57 AM PST
-  Email viewed by redmon@snohomishwa.gov
2025-01-16 - 2:18:20 PM PST
-  Signer redmon@snohomishwa.gov entered name at signing as Linda Redmon
2025-01-16 - 2:20:11 PM PST
-  Document e-signed by Linda Redmon (redmon@snohomishwa.gov)
Signature Date: 2025-01-16 - 2:20:13 PM PST - Time Source: server
-  Agreement completed.
2025-01-16 - 2:20:13 PM PST