ORDINANCE NO. 13-041

APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SURFACE WATER MANAGEMENT SERVICES INTERLOCAL AGREEMENT BY AND BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS

WHEREAS, Snohomish County (the "County") and the City of Lake Stevens (the "City") have entered into prior interlocal agreements for constructing, operating, and maintaining the hypolimnetic aeration system, for controlling invasive aquatic plants, and for design, construction, monitoring, and maintenance of drainage capital projects; and

WHEREAS, there is an on-going need to provide effective surface water management services in both unincorporated areas and within the city limits; and

WHEREAS, the County and the City have negotiated the terms of a Surface Water Management Services Interlocal Agreement by and between Snohomish County and the City of Lake Stevens (the "Agreement"), an interlocal agreement pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the existing interlocal agreement between the City and the County titled "Interlocal Agreement for Surface Water Management Services By and Between Snohomish County and the City of Lake Stevens" dated April 27, 2007, as amended on December 2, 2009, and August 8, 2011, shall terminate by mutual agreement of the City and the County upon execution of this Agreement; and

WHEREAS, the City approved the Agreement on April 8, 2013; and

WHEREAS, the County Council held a public hearing on July 10, 2013, to consider approving and authorizing the County Executive to execute the Agreement.

NOW, THEREFORE, BE IT ORDAINED:

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 hereby approves and authorizes the County Executive to execute the Agreement in the form attached hereto as Exhibit A.

PASSED this 10th day of July, 2013.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

ATTEST:
/s/ Randy Reed____________
Asst. Clerk of the Council

/s/ Stephanie Wright________
Chairperson

(X) APPROVED
DATE: July 10, 2013

/s/ John Lovick____________
County Executive

ATTEST:
/s/ LaTanja Outlaw________

Approved as to form only:
/s/ Alethea Hart___________
Deputy Prosecuting Attorney
EXHIBIT A

to

ORDINANCE NO. 13-041

SURFACE WATER MANAGEMENT SERVICES INTERLOCAL AGREEMENT BY AND BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS

[See Attached]
ORDINANCE NO. 13-041
APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A SURFACE WATER MANAGEMENT SERVICES
INTERLOCAL AGREEMENT BY AND BETWEEN SNOHOMISH
COUNTY AND THE CITY OF LAKE STEVENS

AFTER RECORDING RETURN TO
Snohomish County Council
Attention: Debbie Parris
3000 Rockefeller Ave, M/S 609
Everett, WA 98201

SURFACE WATER MANAGEMENT SERVICES
INTERLOCAL AGREEMENT
BY AND BETWEEN
Snohomish County and the City of Lake Stevens

THIS AGREEMENT FOR SURFACE WATER MANAGEMENT SERVICES
(this “Agreement”) is made and entered into this_________day of
________________, 2013, by and between Snohomish County, a
political subdivision of the State of Washington (hereinafter referred to
as the "County") and the City of Lake Stevens, a Washington municipal
corporation (hereinafter referred to as the "City").

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 Revised
Code of Washington, permits local governmental units to make the most
efficient use of their powers by enabling them to cooperate with other
localities on the basis of mutual advantage; and,

WHEREAS, the County and the City have entered into prior
interlocal agreements for constructing, operating, and maintaining the
hypolimnetic aeration system, for controlling invasive aquatic plants, and
for design, construction, monitoring, and maintenance of drainage capital
projects; and

WHEREAS, the Lake Stevens urban growth area includes lands
within unincorporated Snohomish County surrounding the corporate
limits of the City and covers portions of the watershed of Lake Stevens;
and
WHEREAS, the County currently provides surface water management services within the Lake Stevens urban growth area; and  

WHEREAS, the City has annexed portions of the Lake Stevens urban growth area and may annex additional portions of the urban growth area in the future; and  

WHEREAS, annexations result in shifts of jurisdiction and revenue from the County to the City, but do not change watersheds or drainage features or the need for surface water management services; and  

WHEREAS, there is an on-going need to provide effective surface water management services in both unincorporated areas and within the city limits; and  

WHEREAS, the County and the City would benefit from continued cooperation related to managing the hypolimnetic aeration system and controlling invasive aquatic plants, from cooperation in improving lake water quality through phosphorus control treatments, from cooperation in monitoring lake water quality and lake levels, and from coordinated provision of other surface water management services; and  

WHEREAS, the County and the City have determined that the benefits received from cooperation will equal or exceed the costs to each jurisdiction associated with the provisions of this Agreement;  

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:  

I. GOALS AND OBJECTIVES OF AGREEMENT  

The goals of this Agreement are to provide effective surface water management services within the Lake Stevens watershed and urban growth area and to enhance coordination between the County and the City in provision of those services.  

The objectives of this Agreement are to:  

• replace the prior interlocal agreement for surface water management services between the County and City dated April 27, 2007, as amended on December 2, 2009, and August 8, 2011;
• cooperate in managing and potentially removing the hypolimnetic aeration system in Lake Stevens;
• cooperate in implementing phosphorus control treatments in the lake;
• cooperate in controlling Eurasian watermilfoil plants and other invasive species in the lake;
• cooperate in monitoring lake water quality and lake levels;
• cooperate on public education and outreach for phosphorus control in the Lake Stevens watershed;
• provide for maintenance of drainage infrastructure;
• provide a mechanism for transfer of long-term funding of capital projects from the County to the City as annexations occur;
• promote efficiencies in compliance with NPDES stormwater permits;
• enhance surface water management services by jointly promoting Low Impact Development standards and other sustainability initiatives and regulations;
• provide for seamless delivery of surface water management services as annexations occur and responsibility moves from the County to the City; and
• provide for fair recovery of costs by either the County or the City for mutually beneficial surface water management services performed within the Lake Stevens watershed and urban growth area.

II. DEFINITIONS

As used in this Agreement, terms have the following meaning:

“Aerator operation and maintenance” or “Aerator O/M” means operation, inspection, major and minor repair, parts replacement or overhaul, lubrication, operating adjustment, cleaning, landscaping maintenance, utility payment, rentals, leases, insurance, and purchase of equipment and materials, as necessary for the proper operation and maintenance of the hypolimnetic aeration system.

“Aerator removal” means the physical removal of the elements of the hypolimnetic aeration system from Lake Stevens and disposal or recycling of the materials. Aerator removal may also entail leaving selected components of the system, including but not limited to the
concrete anchors, permanently in Lake Stevens, subject to any de-
contamination and permit requirements.

“Hypolimnnetic aeration system” means the system of lake
aerators, pipes, air compressor, compressor building, and other
equipment intended to supply oxygen to the bottom waters of Lake
Stevens without inducing mixing of the surface and bottom waters.

“Hypolimnion” means the lower region of the lake near the
sediment surface.

“Lake Management Advisory Team” means the technical advisory
team representing the County and the City, described in Section III.E of
this Agreement.

“Lake Stevens urban growth area” means the geographic area
surrounding the City of Lake Stevens that has been designated by
Snohomish County for future urban growth and development pursuant to
the Growth Management Act, RCW 36.70A.

“Lake Stevens watershed” means the geographic area that drains
to or contributes water to Lake Stevens.

“Monitoring” means collecting, analyzing, and reporting water
quality and water quantity conditions in Lake Stevens and area streams in
support of water quality protection and effective storm drainage.

“NPDES Permit” means the National Pollutant Discharge
Elimination System municipal stormwater permit issued under the
federal Clean Water Act that requires a municipality to prevent or
minimize stormwater pollution discharges from its storm sewer systems
by means of local stormwater regulations and operational programs.

“Phosphorus control treatment” means the addition of chemicals,
such as aluminum sulfate (alum), with or without a buffer solution, to the
lake for the purpose of removing phosphorus and particulate matter
from the water column and inactivating phosphorus in the lake
sediments.

“Repair” means that aspect of aerator O/M involving restoration,
overhaul, or replacement of the air compressor, piping, aerators, and
other system components to return the hypolimnnetic aeration system to
a sound working condition after damage or long-term wear and tear. A major repair is one that costs in excess of $10,000 in labor and materials. A minor repair is one that costs less than $10,000 in labor and materials.

“Surface water management services” means services to plan, design, regulate, establish, acquire, develop, construct, maintain, and improve stormwater control facilities and water pollution control facilities; activities to monitor, rehabilitate, and restore lake and stream water quality and drainage systems; activities to investigate and address lake and stream water quality, quantity, and drainage problems, including development of management plans; public education and outreach activities; and activities to promote residential, commercial, and agricultural best management practices.

III. LAKE PHOSPHORUS MANAGEMENT

A. Suspension of Aerator Operations and Aerator Removal – The City and the County have determined that continued operation of the hypolimnetic aeration system is not currently practical or warranted. During 2013, the City shall winterize and secure the individual elements of the aeration system until such time as the City and County decide that the aeration system should be re-activated or should be removed from Lake Stevens.

B. Aerator Ownership and Management Responsibility – The City is the legal owner of the hypolimnetic aeration system. The City shall be responsible for management of the hypolimnetic aeration system, including aerator O/M, security, any future operations or repairs, and future aerator removal. The City shall consider the recommendations of the County through the Lake Management Advisory Team regarding aerator management. The City shall have the authority to contract, at its discretion, with the County, or with an outside party, or with both the County and an outside party, to perform any or all of its aerator management responsibilities. The City shall also be responsible for securing and maintaining liability and comprehensive insurance for the aeration system.

C. Phosphorus Control Treatments – Beginning in 2013, the City may implement periodic phosphorus control treatments of Lake Stevens, such as alum treatments, to control excess phosphorus in the water column and limit algae growth. The City
shall consider the recommendations of the County through the Lake Management Advisory Team regarding phosphorus control treatments. The City shall have the authority to contract, at its discretion, with the County, or with an outside party, or with both the County and an outside party, to perform any or all aspects of the phosphorus control treatments.

D. Education and Outreach – The City and County may jointly or individually implement other phosphorus control activities, such as public education and outreach, within the Lake Stevens watershed to protect and improve the water quality of the lake.

E. Lake Management Advisory Team – A Lake Management Advisory Team shall be maintained for the duration of this Agreement. The team shall consist of the City Public Works Director and the County Surface Water Management Director or designee. The team shall meet every three months, or more frequently at the request of either of the team members. The responsibilities and powers of the team shall be to determine the timing and nature of management activities for the hypolimnetic aeration system, phosphorus control treatments, aquatic plant control activities, watershed-wide public outreach and education, and lake monitoring.

F. Lake Phosphorus Management Cost Sharing –

1. The County shall be obligated to pay ten and seven-tenths percent (10.7%) and the City shall be obligated to pay eighty-nine and three-tenths percent (89.3%) of the total costs of lake phosphorus control treatments commenced on or after May 1, 2013, up to a combined maximum of $100,000 per year, subject to the provisions described below.

2. The County and the City shall also be obligated to pay 10.7% and 89.3%, respectively, of additional phosphorus control treatment costs in excess of $100,000 per year, provided that such additional costs are pre-approved by both the County and the City. Such pre-approval may be withheld for any reason, including but not limited to the County's and City's availability of funds. Additional phosphorus control treatment costs may
include higher than anticipated materials and labor costs, the need for larger phosphorus control treatments, testing and monitoring treatment results, and other contingencies.

3. The County and the City shall also be obligated to pay 10.7% and 89.3%, respectively, of the costs for phosphorus control education and outreach activities undertaken on a watershed-wide basis up to a combined maximum of $10,000 per year, provided that such costs are pre-approved by both the County Surface Water Management Director or the Director’s designee and the City and subject to the provisions described below.

4. The aeration system equipment replacement and major repair reserve fund account established under the previous interlocal agreement between the County and the City dated April 27, 2007, (“the account”) shall be maintained and continued under this Agreement. The account was established for the following purposes: equipment replacement and major repair of the hypolimnetic aeration system, including the compressor and structural, mechanical, and electrical components of the system. In addition to these purposes, funds from the account may also be used to cover the costs of securing and removing the hypolimnetic aeration system from the lake. The City shall maintain the account and shall invest monies in the account in the normal manner of investing reserve accounts, and all interest accrued shall remain in the account. All expenditures for equipment replacement, major repairs, or aerator removal from the account shall be pre-approved by both the County Surface Water Management Director or the Director’s designee and the City. Should the County and the City by mutual agreement decide to permanently remove the aeration system from Lake Stevens, the County and the City may, after completion of the aerator removal, use any or all remaining funds in the account for other phosphorus control activities, including phosphorus control treatments and watershed-wide education and outreach. If any funds remain in the account two years after completion of the aerator removal, the City shall distribute all remaining
funds, including interest, to the respective parties, in proportion to their contributions.

5. As of May 1, 2013, all funds in excess of $101,000 in the account may be used for the purpose of phosphorus control treatments in Lake Stevens. Beginning in 2014, the County and City shall deposit the following amounts in the account each year:

<table>
<thead>
<tr>
<th>Year</th>
<th>County Contribution (10.7%)</th>
<th>City Contribution (89.3%)</th>
<th>Total Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$856</td>
<td>$7,144</td>
<td>$8,000</td>
</tr>
<tr>
<td>2015</td>
<td>$1,070</td>
<td>$8,930</td>
<td>$10,000</td>
</tr>
<tr>
<td>2016</td>
<td>$1,070</td>
<td>$8,930</td>
<td>$10,000</td>
</tr>
<tr>
<td>2017</td>
<td>$1,498</td>
<td>$12,502</td>
<td>$14,000</td>
</tr>
<tr>
<td>2018</td>
<td>$1,712</td>
<td>$14,288</td>
<td>$16,000</td>
</tr>
<tr>
<td>2019</td>
<td>$1,926</td>
<td>$16,074</td>
<td>$18,000</td>
</tr>
</tbody>
</table>

Deposits into the account shall be due and payable by January 31st of each year.

6. If the County and the City, through the Lake Management Advisory Team, decide to re-activate the hypolimnetic aeration system, the County and the City shall be obligated to pay 10.7% and 89.3%, respectively, up to a combined maximum of $75,000 per year, of the costs of aerator O/M, including minor repairs, but excluding those certain equipment replacement and major repair expenses, which shall be paid with funds in the account, as described in Sections III.F.4 and III.F.7.

7. The City shall be responsible for maintaining accurate records of all phosphorus control treatment, aerator O/M, and watershed-wide education and outreach expenses. Except for certain equipment replacement, major repair, and aerator removal expenses, which shall be paid with funds in the account after pre-approval by both the County and the City, as provided in Section III.F.4, the City shall document and bill the County quarterly for the County’s percentage share of phosphorus control treatment, aerator O/M, and watershed-wide education and outreach expenses the City has incurred under this
Section III. Except for certain equipment replacement, major repair, and aerator removal expenses, which shall be paid with funds in the account after pre-approval by both the County and the City, as provided in Section III.F.4, the County shall document and bill the City quarterly for the City's percentage share of phosphorus control treatment, aerator O/M, and watershed-wide education and outreach expenses the County has incurred under this Section III.

8. The financial obligations under this Agreement for phosphorus control treatments, aerator O/M, equipment replacement, major repair, and aerator removal, and watershed-wide education and outreach shall be adjusted if, after January 1, 2013, the City annexes additional properties within the Lake Stevens watershed. For each seven (7) acres of property annexed by the City, the County's obligations for phosphorus control treatments, aerator O/M, equipment replacement, major repair, and aerator removal, and watershed-wide education and outreach costs shall be reduced by one-tenth percent (0.1%) of the total. Reductions in the County's obligations shall become effective on January 1st of the year after each annexation is finalized. All financial obligations removed from the County by virtue of annexation shall be assumed by the City. However, in recognition of the regional benefits of Lake Stevens, the County’s share of phosphorus control treatment, aerator O/M, equipment replacement, major repair, and aerator removal, and watershed-wide education and outreach costs shall not be reduced to less than ten percent (10%) by annexation adjustments. The County shall maintain an ongoing record of annexations and the resultant shifts in obligations and shall provide such record to the City.

IV. WATER QUALITY MONITORING

The County shall be responsible for conducting regular water quality monitoring of the lake and, as needed, additional monitoring of the effectiveness of phosphorus control treatments and lake and stream conditions, provided that the City has approved the County’s monitoring plans. The City shall be obligated to reimburse the County for eighty-nine
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and three-tenths percent (89.3%) of the monitoring costs incurred by the
County. The County shall document costs and bill the City quarterly for
the City’s share of water quality monitoring costs. If the City annexes
additional properties after January 1, 2013, the City’s obligations for
monitoring costs shall be adjusted in the same manner as set forth in
Section III.F.8 for lake phosphorus management cost sharing.

V. LAKE LEVEL MANAGEMENT

The City shall continue to be responsible for the operation and
maintenance of the outlet weir of Lake Stevens and for managing water
levels within Lake Stevens. The County shall be responsible for operating
a recording lake level gage. The County shall be obligated to pay for
twenty percent (20%) and the City shall be obligated to pay for eighty
percent (80%) of the costs of lake level gaging, outlet weir operation, and
lake level management. The County shall document costs and bill the
City annually for the City’s share of lake gaging expenses the County has
incurred. The County shall document costs and bill the County annually for
the County’s share of outlet weir operation and lake level management
expenses incurred by the City. If the City annexes additional properties
on the Lake Stevens lake front after January 1, 2013, the County’s
obligations for lake level management costs shall be reduced by one
percent (1%) and the City’s obligations increased by one percent (1%) for
each three hundred seventy (370) feet of lake front annexed by the City.
Reductions in the County’s obligations shall become effective on January
1st of the year after annexation is finalized.

VI. DRAINAGE INFRASTRUCTURE, HABITAT RESTORATION, AND
NPDES PERMIT COMPLIANCE

A. Technical and Engineering Assistance – On an on-call basis,
as requested by the City, the County shall provide technical and
engineering assistance to the City for drainage infrastructure,
habitat restoration, and NPDES permit compliance services.
Drainage infrastructure assistance may include detention facility
inspections, coordination of detention facility maintenance,
drainage complaint investigations, field staff training, drainage
project design, drainage facility construction, drainage plan
review, and basin analyses including HSPF modeling. Habitat
restoration assistance may include design, construction, and
native plant installation, monitoring, and maintenance. NPDES permit compliance assistance may include water quality problem investigations, assistance with revisions to grading, drainage, and water pollution regulations including low impact development standards, illicit discharge identification, NPDES public education and outreach activities, and assistance with the stormwater monitoring program. The City shall reimburse the County for the cost of such technical and engineering assistance.

B. Capital Projects – The County designed and constructed the Parkway Crossing detention pond water quality retrofit project. This project is located within the Frontier Village annexation area. The City will reimburse the County $10,700 per year through 2021 to cover a portion of the cost of this project. By September 15th of each year, the County shall bill the City for the yearly payment, which shall be due and payable by the City on or before November 15th of each year. Advance payments of the yearly amounts shall not be allowed. Prior to beginning design of any additional surface water management capital project within the Lake Stevens urban growth area, the County shall consult with the City to develop a project design and cost-sharing agreement satisfactory to both parties.

VII. INVASIVE AQUATIC PLANT MANAGEMENT

A. Implementation Responsibility - The City shall be responsible for implementing the Integrated Aquatic Plant Control Plan, dated January 2011, incorporated herein by this reference, to eradicate Eurasian watermilfoil from Lake Stevens, provided that the City shall coordinate with the County on implementation activities and expenses and shall consider recommendations from the County. The City shall have the authority to contract, at its discretion and under its sole control and responsibility, with outside parties to perform aquatic plant management implementation activities. The City may request that the County perform specific implementation activities.

B. Cost Sharing - The County shall be obligated to pay twenty percent (20%) of the total costs incurred by both the City and the County for implementing the Integrated Aquatic Plant Control Plan, up to a maximum of $11,200 per year in 2013 and 2014, and $11,000 per year from 2015 through 2020. The City shall be
obligated to pay eighty percent (80%) of the costs incurred by both the City and the County. The County shall also pay twenty percent (20%) of any additional costs for implementation in excess of the amounts set forth above, provided that such additional costs are pre-approved by the County Surface Water Management Director or the Director’s designee. Such pre-approval may be withheld for any reason including, but not limited to, the County’s availability of funds. Additional costs may include higher than anticipated treatment costs, greater acreage of treatment, the need for more frequent or different treatment measures, and other contingencies. Both the County and the City shall document and report to the other jurisdiction on a quarterly basis all aquatic plant management expenses that have been incurred.

C. Annexation Adjustments - If the City annexes additional properties on the Lake Stevens lake front after January 1, 2013, the County’s obligations for aquatic plant management implementation costs described in subsection VII B shall be reduced by one percent (1%) and the City’s obligations increased by one percent (1%) for each three hundred seventy (370) feet of lake front annexed by the City. However, in recognition of the regional benefits of Lake Stevens, the County’s share of aquatic plant management costs shall not be reduced to less than ten percent (10%) by annexation adjustments. Reductions in the County’s obligations shall become effective on January 1st of the year after annexation is finalized.

VIII. REIMBURSEMENTS FOR LAKE AND SURFACE WATER MANAGEMENT SERVICES

All reimbursements from the City to the County or from the County to the City for surface water management services described in this Agreement shall include the costs of salaries, benefits, and direct costs. No indirect or overhead costs shall be eligible for reimbursement. Unless otherwise stated, billings shall be prepared on a quarterly basis. Bills shall be due and payable within sixty (60) days after receipt, unless otherwise approved by both parties to exceed this period due to funding issues. Billing statements shall identify and itemize all costs incurred for that billing period.

IX. EFFECTIVENESS AND DURATION
A. This Agreement shall become effective after the following:
1. Approval of this Agreement by the official action of the governing bodies of each of the parties hereto;
2. Execution of this Agreement by the duly authorized representative of each of the parties hereto; and
3. The filing of a copy of this Agreement with the Snohomish County Auditor or posting of the Agreement on the County’s web site pursuant to RCW 39.34.040.

B. This Agreement, once effective as provided in Section IX.A, shall govern the activities, cost-sharing, and reimbursement between the City and the County described in Section III of this Agreement as of May 1, 2013.

C. This Agreement shall terminate on December 31, 2021, unless terminated earlier pursuant to Section X.

X. AMENDMENTS, EXTENSION, OR TERMINATION

This Agreement may be amended, altered, clarified, or extended only by written agreement of both parties. Either party may terminate this Agreement upon written notice received ninety (90) days prior to the requested date of termination.

Should termination of this Agreement occur prior to December 31, 2021, the City may seek other means of funding for phosphorus control treatments and the hypolimnetic aeration system. If the City determines that other funding sources are not available, the City may cease phosphorus control treatments and remove the hypolimnetic aeration system, or take such other action, if any, it deems appropriate.

XI. MUTUAL TERMINATION OF PRIOR INTERLOCAL AGREEMENT

The City and the County hereby mutually agree that upon the effective date of this Agreement as provided in Section IX, that “Interlocal Agreement for Surface Water Management Services By and Between Snohomish County and the City of Lake Stevens,” dated April 27, 2007, as amended on December 2, 2009, and August 8, 2011, shall terminate.
XII. **CONTINGENCY**

The obligations of each party to this Agreement are contingent upon local legislative appropriation of necessary funds in accordance with the law.

XIII. **DIRECTION AND CONTROL**

The parties agree that each party will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the other. The parties agree that each party is not entitled to any benefits or rights enjoyed by employees of the other. Each party specifically has the right to direct and control its own activities in providing the agreed services in accordance with specifications set out in this Agreement. The other party shall only have the right to ensure performance.

XIV. **ACCESS TO BOOKS/RECORDS**

Each party may, at reasonable times, inspect the books and records of the other party relating to performance of this Agreement. Each party shall keep all records required by this Agreement for five years after termination of this Agreement.

XV. **LIABILITY**

No liability shall attach to either the County or the City by reason of entering into this Agreement except as expressly provided herein. This Agreement does not create any rights in third parties except as expressly provided herein.

XVI. **INDEMNIFICATION AND HOLD HARMLESS**

Each party shall protect, defend, hold harmless and indemnify the other party, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party’s own negligent acts or omissions related to such party’s participation and obligations under this Agreement. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance act provision of Title 51 RCW.

XVII. **SAVINGS CLAUSE**
Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

XVIII. SEVERABILITY

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

XIX. FILING OR POSTING

This Agreement shall be filed with the Snohomish County Auditor's Office or posted on the County's web site pursuant to RCW 39.34.040.

XX. NOTICE

All notices and payments shall be made to:

Snohomish County
Surface Water Management Division
3000 Rockefeller Avenue, MS 607
Everett, Washington 98201

City of Lake Stevens
1812 Main Street, PO Box 257
Lake Stevens, Washington 98258

XXI. INTERLOCAL COOPERATION ACT

The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by either party in connection with this Agreement
will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.

XXII. ENTIRE AGREEMENT

This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: CITY OF LAKE STEVENS

BY: ____________________________  BY:____________________________

____________________________

TITLE:

APPROVED AS TO FORM ONLY:

____________________________

City Attorney

ATTEST: SNOHOMISH COUNTY:

BY: ____________________________  BY:____________________________

____________________________

TITLE:

APPROVED AS TO FORM ONLY:
Deputy Prosecuting Attorney