

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF LYNNWOOD  
AND  
SNOHOMISH CONSERVATION DISTRICT  
FOR JOINT OR COOPERATIVE SERVICES**

Execution Date through December 31, 2026

---

This Interlocal Agreement (hereinafter "Agreement") is entered into by and between the City of Lynnwood (hereinafter "City"), a political subdivision of the State of Washington, and the Snohomish Conservation District (hereinafter "District"), a Washington municipal corporation established pursuant to Chapter 89.08 RCW.

WHEREAS, the District was established pursuant to Chapter 89.08 RCW to undertake a variety of activities relating to the conservation, management, and sustainability of natural resources; and

WHEREAS, the District and City are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the District's boundaries include all of the City; and

WHEREAS, for over 80 years the District has assisted landowners and local governments as they face resource management challenges relating to water quality and other natural resource issues; and

WHEREAS, increasing demands for resource management programs, resulting from more stringent regulations, urban development pressures, and public interest and awareness, has put a strain on both District and City financial resources; and

WHEREAS, the District has outlined long term goals and objectives in its 5-Year Plan; and

WHEREAS, the City shares responsibility for conserving and managing the City's natural resources; and

WHEREAS, the District and City support and concur in the need to continually refine and coordinate their long and short term goals, objectives, and programs for managing and conserving the City's natural resources; and

WHEREAS, Pursuant to WAC 197-11-926(1) the District and City also desire for the District to function as the lead agency for the Project for purposes of both the State Environmental Policy Act ("SEPA") and the National Environmental Policy Act ("NEPA"), if and to the extent applicable.

WHEREAS, the revenue from special assessments imposed by Snohomish County (County) pursuant to RCW 89.08.400 will allow the District to work in partnership with the City to obtain grant funding and support the County and the City in addressing requirements of the National Pollutant Discharge Elimination System (NPDES), Endangered Species Act (ESA) listing of salmon species, and other natural resource protection requirements and needs;

NOW, THEREFORE, the District and City mutually agree as follows:

I. PURPOSE

A. The recitals set forth above are incorporated herein by this reference.

B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the District to promote, facilitate, and undertake certain conservation programs and activities.

C. This Agreement shall be implemented through an annual scope of work as provided in Articles VI and VII.

D. Administrators

Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. Each Administrator will also oversee and approve any

INTERLOCAL AGREEMENT BETWEEN  
CITY OF LYNNWOOD, WASHINGTON,  
AND SNOHOMISH CONSERVATION DISTRICT

Execution Date - December 31, 2026

Page 2 of 9

suggested changes to the scope of work each year. The parties' initial Administrators shall be the following individuals:

District Initial Administrator

Linda Lyshall, PhD  
Executive Director  
Snohomish Conservation District  
528 91<sup>st</sup> Ave. NE STE A  
Lake Stevens, Washington 98258  
425-327-9862  
[LLyshall@snohomishcd.org](mailto:LLyshall@snohomishcd.org)

City Initial Administrator

Derek Fada, Supervisor –  
Environmental & Surface Water  
City of Lynnwood Public Works  
19100 44th Ave W  
Lynnwood, WA 98036  
425-670-5242  
[DFada@LynnwoodWA.gov](mailto:DFada@LynnwoodWA.gov)

II. DURATION OF AGREEMENT

A. This Agreement shall commence on the date of execution of this agreement and terminate December 31, 2026, unless otherwise modified or terminated in accordance with the terms of this Agreement.

B. Either Party may terminate this Agreement with or without cause by providing the other Party with (30) days advance written notice of its intent to terminate. The termination notice shall specify the date on which the Agreement shall terminate.

III. FUNDING

Funds for the resource management and conservation programs provided for in this Agreement shall be defined within the annual Scope of Work and Budget negotiated between the City and the District.

IV. RESPONSIBILITIES OF THE DISTRICT

A. Scope of Work

This Agreement shall be implemented through a scope of work. The City and District shall negotiate a scope of work and budget for each year of this Agreement, which will describe the conservation programs and activities to be undertaken using funds from the City and District. Each annual scope of work and budget will be attached to this Agreement labeled as, for example Appendix 1-2022.

#### B. Future Scope of Work

On or before December 1 of each year, the District will submit to the City, a proposed annual scope of work and budget that describes the District's conservation programs and activities proposed. The scope of work will be coordinated with City conservation programs and activities. The District shall actively involve constituents and partners in the development of proposed scope of work.

#### C. Permits

The District shall be responsible for obtaining any agency permits, within the Project Area. If needed, the City will issue the District a no-cost Right-of-Way use permit. All other permits and applications will be the responsibility of the District.

#### D. Grant of Access

The District is to obtain permission and right-of-entry on private property and for obtaining any temporary easements, access agreements, maintenance agreements from private property owners.

#### E. Program Reporting

With each quarterly invoice, the District shall prepare and submit to the City, a quarterly report which shall summarize the work performed and expenditures incurred during the preceding months for funding provided by the City and evaluate the performance and results of the work performed. The reports shall also include, but not be limited to, the following:

1. A description of work performed during the period and progress made to date.
2. A description of any adverse conditions that affected the program objectives and/or time schedules, and actions taken to resolve them.

## V. RESPONSIBILITIES OF THE CITY

### A. Cooperation with the District

The City shall assist the District in a timely manner in the preparation, review, modification, and implementation of the scope of work, including accommodation of sensitive District timelines and assistance in identifying and making plan modifications that are reasonably consistent with the mission and goals of the District.

### B. Payment of Billing Requests

The City shall provide payment within 30 days of an approved billing request submitted by the District for work activities and expenditures identified by the agreed to scope of work and budget.

### C. City Permits

The City shall provide the District any City required permits at no cost to the District.

## VI. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the City and the District and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the City and the District with regards to the instant subject matter except as expressly set forth in this instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

## VII. MAINTENANCE OF RECORDS

The District shall maintain all books, documents, receipts, invoices, and records, including payroll records, necessary to sufficiently and properly reflect the expenditures

INTERLOCAL AGREEMENT BETWEEN  
CITY OF LYNNWOOD, WASHINGTON,  
AND SNOHOMISH CONSERVATION DISTRICT

Execution Date - December 31, 2026

Page 5 of 9

associated with this Agreement. The accounting records shall provide for a separate recording and reporting of all receipts and expenditures. Financial records pertaining to matters authorized by this Agreement are subject to inspection and audit by representatives of City or the State Auditor upon request.

## VIII. AMENDMENTS AND MODIFICATIONS OF PROGRAM EXPENDITURES

### A. Changes in Approved Projects or Program Activities

The City must approve the removal, modification, or addition of work identified in the annual scope of work.

### B. Delays

Spending for some projects or program activities may be delayed because of extended timeframes for obtaining supporting grant funds, holdups in the permit review/approval processes, or other unforeseen circumstances. Variations in the scope of work or budget for these reasons shall be documented between the District and the City.

## IX. PROPERTY

Title to property purchased by the District in carrying out the scope of work shall vest in the District.

## X. GENERAL PROVISIONS

### A. Notice

Except as set forth elsewhere in this Agreement, notice for purposes of this Agreement, except service of process, shall be given by the District to the City by delivery to the Public Works Director, 19100 44<sup>th</sup> Ave W, Lynnwood, WA 98036. Notice to the District for purposes of this Agreement, except service of process, shall be given to the Chair of the Board of Supervisors of the District and to the District Executive Director, 528 91<sup>st</sup> Ave NE, Suite A. Lake Stevens, WA 98258.

## B. Compliance with Laws

The District and the City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations applicable to the performance of this Agreement. The District and the City agree to comply with all the provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such acts.

## C. Release, Indemnification, and Hold Harmless Agreement

Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives or subcontractors, to the fullest extent required by the laws of the State of Washington. Each Party agrees to protect, indemnify and save the other Party harmless from and against any and all such liability for injury or damage to the other Party or the other Party's property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by its own fault or that of its agents, employees, representatives or subcontractors.

Each Party specifically promises to indemnify the other Party against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that each party may have under that title with respect to, but only to, the limited extent necessary to indemnify the other Party. This waiver has been mutually negotiated by the Parties. Each Party shall also indemnify and hold the other Party harmless from any wage, overtime or benefit claim of any of the first Party's employees, agents, representatives, contractors or subcontractors performing services under this Agreement. Each Party further agrees to fully indemnify the other Party from and against any and all costs of defending any such claim or demand to the end that the other Party is held harmless therefrom.

## D. Non-assignment

The District shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without prior express written approval by the City.

## E. Independent Contractor

INTERLOCAL AGREEMENT BETWEEN  
CITY OF LYNNWOOD, WASHINGTON,  
AND SNOHOMISH CONSERVATION DISTRICT  
Execution Date - December 31, 2026  
Page 7 of 9

The District will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The parties agree that the District is not entitled to any benefits or rights enjoyed by employees of the City. The District specifically has the right to direct and control the District's own activities in implementing the scope of work in accordance with the terms of this Agreement. The City shall only have the right to ensure performance.

#### F. 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. No partnership or joint venture between the parties is created by this Agreement.

#### XI. MISCELLANEOUS

A. No obligation in this Agreement shall limit the District or the City in fulfilling its responsibilities otherwise defined by law.

B. The City shall cause this Agreement to be recorded with the Snohomish County Auditor.

C. In light of the COVID-19 pandemic and the necessity to reduce risk of exposure to coronavirus, electronic signatures and email concurrence shall be valid alternatives to physical signatures for all communication between the City and District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

#### SNOHOMISH CONSERVATION DISTRICT

INTERLOCAL AGREEMENT BETWEEN  
CITY OF LYNNWOOD, WASHINGTON,  
AND SNOHOMISH CONSERVATION DISTRICT

Execution Date - December 31, 2026

Page 8 of 9



Accepted and executed on 2/21/2022

DocuSigned by:  
By: Mark Craven  
BFDEED0CB4D5437...  
Mark Craven, Chair  
Snohomish Conservation District

CITY OF LYNNWOOD

Accepted and executed on 4/1/2022

DocuSigned by:  
By: Christine Frizzell  
77ADF363AF504F4...  
(Legal Representative for the City)  
City of Lynnwood