

**INTERLOCAL AGREEMENT FOR
SURFACE WATER EDUCATION SERVICES
CONTRACT NO. _____**

This Interlocal Agreement ("Agreement") is entered into by and between the City of Mukilteo, a municipal corporation of the State of Washington (the "City") and Snohomish Conservation District, a conservation district in the State of Washington established under chapter 89.08 RCW (the "District"), which are municipal corporations organized under the laws of the State of Washington, Snohomish County, a subdivision of state government. This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the governing body of each Party.

WHEREAS, the City and District have a common goal to provide public outreach and education on stormwater issues and Low Impact Development (LID) practices; and

WHEREAS, the City desires to contract with the District for Surface Water Public Education Workshops as part of the City's NPDES Phase 2 Stormwater Permit and State of Washington Department of Ecology National Estuary Program Watershed Protection and Restoration Grant Funding Agreement, and the District is agreeable to performing such services for the City in accordance with the terms and conditions set forth below.

IN CONSIDERATION of the mutual benefits of such performance and in consideration of the terms and conditions specified below IT IS HEREBY AGREED AS FOLLOWS:

1. Scope of Services

- 1.1. The work under this agreement shall consist of the described work and services as herein defined and necessary to complete task orders ("TO") requested and approved by the City. The types of TO that may be requested are described in the attached Exhibit A and incorporated by this reference. The District shall furnish all labor, materials, and supplies necessary to conduct and complete the work as specified in the TO consistent with requirements as specified in this agreement. All services shall be conducted in a professional manner and to professional standards and shall meet the approval of the City Administrator and/or City Council, as appropriate.
- 1.2. The scope of work for a specific TO shall be consistent with Exhibit A and approved by the City using the Formal Task Assignment Document. The project level of effort for each TO shall be estimated by the District and negotiated with the City at that time.

2. Time of Performance

- 2.1. The District shall not begin any TO work until the TO is signed by an authorized City official which shall constitute notice to proceed. All work under a specific TO shall be completed by the date shown in the TO documents for a specific scope of work unless the City provides an extension in writing or email.

3. Contract Duration; Extensions

3.1. This Agreement shall be in effect for a term of one year commencing upon full execution, and may be extended for up to two additional one-year terms upon mutual agreement by both the City and the District. Such extension may be executed administratively by City and District staff. The hourly rates and overhead fees set forth in Exhibit A shall be binding for one year at a time. The District may renegotiate the hourly rates and overhead fees with the City for any extensions. The District shall submit its request for renegotiation of hourly rates and overhead charges one month prior to the end of the current agreement term for the City to review. In the event the work under a TO cannot be completed prior to expiration of this Agreement, the provisions of this Agreement shall survive and apply to such TO until the work is completed and accepted by the City. This provision does not and is not intended to affect any other survival provision in this Agreement.

4. Compensation

4.1. The District shall be paid in accordance with the fee specified in the Task Order. In no event shall the total compensation paid to the District for any individual Task Order exceed Five Thousand Dollars (\$5,000.00). In no event shall the total compensation paid to the District under this agreement exceed Twenty Thousand Dollars (\$20,000.00).

4.2. The District shall invoice the City on a monthly basis for services rendered under this Agreement. Upon acceptance by the City of the invoiced work, which acceptance shall not be unreasonably withheld, District shall be compensated in accordance with the City's usual procedures.

5. Independent Contractor

5.1. The District is an independent contractor with respect to the services provided under this Agreement. Nothing in this Agreement shall create the relationship of employer and employee between the parties. Neither the District nor any employee of District shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not for any reason be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to the District, or any employee of the District.

6. Ownership

6.1. All reports, plans, specifications, data, maps and documents produced by the District in the performance of this Agreement, whether in draft or final form and whether written, computer or other form, shall be the property of the City upon payment of the District's fees and charges therefor, and shall be delivered promptly to the City upon termination of this Agreement. The City shall have the

complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the District. All reports, materials, and other data furnished to the District by the City shall be returned.

7. Insurance

7.1. The District shall maintain commercial general liability insurance and professional (errors and omissions) insurance in an amount acceptable to the City for the duration of this Agreement. The District shall maintain other insurance as agreed by the parties. All such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured. The District shall provide to the City written verification of compliance acceptable to the City prior to commencing work under this Agreement, which verification shall be attached to this Agreement as Exhibit B.

8. Indemnification

8.1. The District agrees to and shall indemnify, hold harmless and defend the City, its officers, agents and employees from and against any and all claims, injuries, damages, losses or liability of whatever nature, including attorney fees, arising out of or resulting from the negligent acts, errors, omissions, or performance of the District in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8.2. The District expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided for in this section extends to any claim brought by or on behalf of any employee or agent of the District and includes any judgment, award or cost, including attorney's fees. This provision shall be inapplicable to the extent the City is judicially found solely or proportionately negligent for the damage or injury.

8.3. This section shall survive termination of this Agreement.

9. Termination

9.1. The City reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days written notice to the District at 528 – 91st Ave. NE, Lake Stevens, WA 98258. The City shall pay District only for the work completed by the District and accepted by the City in accordance with this Agreement.

10. General Provisions

10.1. Integrated Agreement. This negotiated Agreement and its exhibits are an integrated agreement and represent the entire agreement between the parties. This Agreement supersedes all prior negotiations, representations, and agreements

whether written or oral, and may be amended only by written agreement of the parties.

- 10.2. Assignment. District shall not assign all or any portion of its duties or obligations under this Agreement without the City's prior written consent.
- 10.3. Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.
- 10.4. Choice of Law. All questions concerning the validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the state of Washington, and venue shall lie in Snohomish County, Washington.
- 10.5. Compliance with Laws. The District shall comply with all applicable federal, state, and local laws and regulations, and City ordinance in performing this Agreement.
- 10.6. Attorney's Fees. In any action arising out of or relating to this Agreement, the prevailing party shall be awarded its reasonable costs, including attorney fees.
- 10.7. Authorized Signatures. By their signatures below, each party represents that they are fully authorized to sign for and on behalf of the named principal above.

WHEREFORE, the parties agree to be bound by the terms and conditions set forth above.

DATED this 20TH day of May, 2013.

CITY OF MUKILTEO

SNOHOMISH CONSERVATION DISTRICT



Joe Marine, Mayor



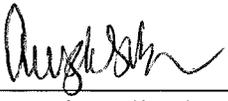
Mark Craven, Board Chair

ATTEST:



Christine Boughman, City Clerk

APPROVED AS TO FORM:

BY: 

Angela Belbeck, Office of the City Attorney

ATTACHMENTS:

EXHIBIT A: Scope of Services
EXHIBIT B: Insurance Verification

EXHIBIT A

SCOPE OF SURFACE WATER EDUCATION SERVICES

Attachment A

Scope of Work City of Mukilteo Stormwater Educational and Outreach Services

INTRODUCTION

The purpose of this scope of services is to define an agreement for services between the Snohomish Conservation District (SCD) and the City of Mukilteo. The scope of services is to provide stormwater educational and outreach services to the City of Mukilteo that includes:

Public Workshops: plan, organize and conduct public stormwater education workshops; and

Demonstration Projects: design, coordinate installation, organize public outreach and volunteers for planting/installation; and

Public Workshop Support: provide staff and educational materials at city sponsored events, and develop new outreach materials.

SCOPE OF SERVICES

Public Workshops: SCD will provide services to the City of Mukilteo as requested for the duration and within the budget of this contract for public workshops to include, but not limited to: publicity, preparation of handout materials, registration, refreshments, conducting workshop. Required timeline for workshop: 3-6 months
Workshop costs: \$2,000 - \$3,500

Rain Garden or Sustainable Landscape Demonstration Project: SCD will work with the City of Mukilteo and other partners to identify a suitable demonstration site, create a feasible design, and coordinate permitting and installation of the rain garden or demonstration garden. SCD will also conduct a public outreach event surrounding the installation, involving attendees as volunteers to help plant the garden.

Required timeline for demonstration project: 6 months to one year (construction must take place between May – October), with planning and coordination time leading up to that.

Costs:

Project assessment and design: \$1,000

Coordinate installation and outreach event: \$3,000

Construction/installation costs: \$2,500 - \$5,000+

Public Workshop Support: The City of Mukilteo may organize and conduct their own workshops or outreach events and request SCD to provide staff for technical assistance and answering questions, presenting a portion of the workshop, provide display and handout materials, etc. SCD will design and develop new outreach materials or web site content as needed, printing costs are not included.

Required timeline for developing outreach materials: 2 - 3 months

Cost per outreach item (printing not included): \$500 - \$1,000

Other support: 1 month timeline preferred, will be billed at hourly billing rates

CONTRACT DURATION

The Consultant shall not begin planning services under the terms of this Agreement until authorized in writing by the City of Mukilteo or receipt of the signed contract. Services for this contract shall commence upon signature by the Mayor and be completed by December 31, 2015.

PER HOUR COSTS

**City of Mukilteo/Snohomish Conservation District
Stormwater ILA
Category Rate Sheet***

Job Classification	Billing Rate
Community Conservation Specialist	\$38.00
Community Conservation Program Manager	\$42.10
Design Engineer	\$54.51
Civil Engineer	\$56.73
Information & Education Coordinator	\$63.16
Integrated Media Specialist	\$29.51
Habitat Specialist I	\$39.60
Habitat Specialist II	\$34.62
Habitat Specialist III	\$45.98
Administrative Assistant	\$24.91
Grants Administrator	\$40.65
District Manager	\$66.57

*Rate includes salary and benefits only. Updates during the year are due to vacation, benefits, or tax changes.

OVERHEAD CHARGES

**City of Mukilteo/Snohomish Conservation District
Stormwater ILA**

Snohomish Conservation District charges 15% overhead on all billable hours. Overhead will not be charged on materials, travel, or supplies.

Task Order Document

Formal Task Assignment Document

Task Number _____
Snohomish Conservation District (SCD)

The general provisions and clauses of Agreement Number _____ shall be in full force and effect for this Task Assignment.

Location of Project: City of Mukilteo

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:

City Project Manager Signature: _____

Date: _____

District Project Manager Signature: _____

Date: _____

EXHIBIT B
INSURANCE VERIFICATION
(SEE ATTACHED)

Enduris

EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:

Snohomish Conservation District
528 91st Ave NE Ste A
Lake Stevens, WA 98258-2538

Memorandum # 2013-00- 154

CERTIFICATE HOLDER:

City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275

This is to certify that the Memorandum of Coverage has been issued to the the Member named above for the period indicated.

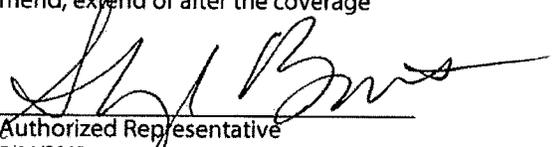
EFFECTIVE: September 1, 2012 to September 1, 2013

COVERAGE:

	LIMIT
Comprehensive General Liability	
General Liability	\$ 1,000,000
Professional Liability	\$ 1,000,000
Personal Liability	\$ 1,000,000
Auto Liability	
Combined Single Limit	\$ 1,000,000
Hired and Non-Owned Auto Coverage	\$ 1,000,000
Temporary Substitute Auto Coverage	\$ 1,000,000

City of Mukilteo is additional covered party in respects to Interlocal Agreement for Surface Water Education Services. Coverage is primary and non-contributory to liability insurance maintained by the certificate holder.

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.


Authorized Representative
5/14/2013

enduris[™]
WASHINGTON

P.O. Box 19330 - Spokane Washington - 99219-9330
Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875

**AMENDMENT TO INTERLOCAL AGREEMENT FOR
SURFACE WATER EDUCATION SERVICES
CONTRACT NO. _____**

THIS AMENDMENT is made to that certain Interlocal Agreement for Surface Water Education Services dated May 20, 2013 (the "Agreement"), made by and between the City of Mukilteo, a municipal corporation of the State of Washington (the "City"), and Snohomish Conservation District, a conservation district in the State of Washington established under chapter 89.08 RCW (the "District").

WHEREAS, the City and the District desire to amend the Agreement to add Youth Education Services to the Scope of Services provided by the Agreement; and

WHEREAS, section 10.1 of the Agreement requires that any amendment must be in writing;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Exhibit A attached to the Agreement is hereby replaced by Exhibit A-1 – Scope of Services 2014, attached hereto and incorporated by this reference into the Agreement.

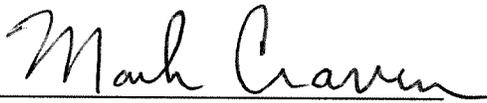
DATED this 4TH day of ~~February~~^{March}, 2014.

CITY OF MUKILTEO

SNOHOMISH CONSERVATION DISTRICT



Jennifer Gregerson, Mayor



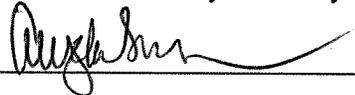
Mark Craven, Board Chair

ATTEST:



Christine Boughman, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney



ATTACHMENT: Exhibit A-1: Scope of Services 2014

Exhibit A-1
Scope of Services 2014
City of Mukilteo
Stormwater Educational and Outreach Services

INTRODUCTION

The purpose of this scope of services is to define an agreement for services between the Snohomish Conservation District (SCD) and the City of Mukilteo. The scope of services is to provide stormwater educational and outreach services to the City of Mukilteo that includes:

Public Workshops: plan, organize and conduct public stormwater education workshops; and

Demonstration Projects: design, coordinate installation, organize public outreach and volunteers for planting/installation; and

Public Workshop Support: provide staff and educational materials at city sponsored events, and develop new outreach materials.

Youth Education Services: provide classes to students in Mukilteo School District schools on watersheds, water quality, water pollution, stormwater, aquatic adaptations, ecosystems, native plants, salmon of Puget Sound and related topics.

SCOPE OF SERVICES

Public Workshops: SCD will provide services to the City of Mukilteo as requested for the duration and within the budget of this contract for public workshops to include, but not limited to: publicity, preparation of handout materials, registration, refreshments, conducting workshop.

Required timeline for workshop: 3-6 months

Workshop costs: \$2,000 - \$3,500

Rain Garden or Sustainable Landscape Demonstration Project: SCD will work with the City of Mukilteo and other partners to identify a suitable demonstration site, create a feasible design, and coordinate permitting and installation of the rain garden or demonstration garden. SCD will also conduct a public outreach event surrounding the installation, involving attendees as volunteers to help plant the garden.

Required timeline for demonstration project: 6 months to one year (construction must take place between May – October), with planning and coordination time leading up to that.

Costs: Project assessment and design: \$1,000

Coordinate installation and outreach event: \$3,000

Construction/installation costs: \$2,500 - \$5,000+

Public Workshop Support: The City of Mukilteo may organize and conduct their own workshops or outreach events and request SCD to provide staff for technical assistance and answering questions, presenting a portion of the workshop, provide display and handout materials, etc. SCD will design and develop new outreach materials or web site content as needed, printing costs are not included.

Required timeline for developing outreach materials: 2 - 3 months

Cost per outreach item (printing not included): \$500 - \$1,000

Other support: 1 month timeline preferred, will be billed at hourly billing rates

Youth Education Services: SCD will offer classes to Mukilteo School District students at schools located in the City of Mukilteo on watersheds, water quality, water pollution, stormwater, aquatic adaptations, ecosystems, native plants, salmon of Puget Sound and related topics.

Timeline: School district calendar year

Costs: Because not all students in a school will be Mukilteo residents, 75% of the cost of each class will be paid by the City of Mukilteo and 25% will be paid by Snohomish County.

Costs of each class will range from \$140.00-\$220.00 per class.

CONTRACT DURATION

The Consultant shall not begin planning services under the terms of this Agreement until authorized in writing by the City of Mukilteo or receipt of the signed contract. Services for this contract shall commence upon signature by the Mayor and be completed by December 31, 2015.

PER HOUR COSTS

**City of Mukilteo/Snohomish Conservation District
Stormwater ILA
Category Rate Sheet***

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OVERHEAD CHARGES

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Stormwater ILA**

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