



CONTRACTOR: Snohomish County

CITY: City of Mukilteo

DEPARTMENT: Recreation & Cultural Services and Public Works Engineering

CONTACT: Jennifer Berner and Jennifer Adams

PROJECT: Mukilteo Lighthouse Park Beach Watcher Partnership

Total AMOUNT: \$12,000

Sub-totals: Recreational and Cultural Services (\$7,500)

Public Works Engineering (\$4,500)

CONTRACT FOR BEACH WATCHERS PROGRAM AND TRAINING SERVICES

THIS AGREEMENT between the CITY OF MUKILTEO, a Washington municipal corporation (the "City"), and Snohomish County through the Human Services Department (the Contractor), WITNESSETH, that the parties agree as follows:

1. Scope of Service to be Performed by Contractor. As defined in Schedule "A" attached hereto.
2. Time of Performance. The Contractor will provide services and conduct trainings between January 1, 2016 and December 31, 2016.
3. Compensation. The City will pay the Contractor a total amount up to \$12,000 for services as defined in Schedule "A" attached hereto. Contractor will bill the City quarterly for materials that have been furnished or services that have been rendered.
4. Changes. Upon mutual agreement of the parties, the contract may be modified as to terms of performance, compensation, or other matters, provided that total compensation is not increased, and changes shall become effective only when set out in writing and signed by the Contractor and the City. Total compensation shall not be increased without a fully executed amendment to this contract.
5. Project Manager. The Project Managers for the City for this contract shall be:

Name: Jennifer Berner

Title: Recreation and Cultural Services Director

Name: Jennifer Adams

Title: Surface Water Technician

6. City Review. Upon submittal of any report or other information required by the scope of work the City may, following review by the City, accept such work or reject it, or request such modification or additions as it deems appropriate.
7. Records and Access. The Contractor must maintain adequate records to support billings. Said records shall be maintained for a period of five years after completion of this contract by the Contractor. The City or any of its duly authorized representatives shall have access to any books, documents, or papers and records of the Contractor which are directly related to this contract for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this contract, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the City.
8. Responsibility. Each party to this Agreement will be responsible for its own acts, errors, or omissions in the performance of this Agreement.
9. Insurance. The Contractor shall maintain \$1,000,000 per occurrence primary general liability insurance and \$1,000,000 combined single limit primary auto insurance for the duration of the contract naming the City of Mukilteo, its officers, officials, employees and volunteers as additional insureds. A certificate of insurance shall be provided to the City of Mukilteo Risk Manager prior to the commencement of the training.
10. Legal Requirement. The Contractor shall comply with all applicable federal, state and local laws in performing this agreement.
11. Independent Contractor. The Contractor agrees that Contractor 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 Contractor is not entitled to any benefits or rights enjoyed by employees of the City. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this agreement. The City shall only have the right to ensure performance.

12. Governing Law and Stipulation of Venue. This agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this contract must be brought in the Superior Court for Snohomish County, Washington.
13. Severability. Should any clause, phrase, sentence or paragraph or this agreement be declared invalid or void, the remaining provisions shall remain in full force and effect.
14. Entire Agreement. This document, including Schedule A, constitutes the entire agreement between the parties.

This agreement is dated this 24th day of February 2016.

CITY OF MUKILTEO:



Jennifer Gregerson, Mayor

CONTRACTOR:



SUSAN NEELY
Executive Director

Schedule A
BEACH WATCHERS PROGRAM & TRAINING SERVICES
2016

WSU Snohomish County Extension Beach Watcher Overview:

WSU Beach Watchers are university-caliber trained volunteers committed to the protection of Puget Sound watersheds through education, research and personal stewardship. Washington State University Snohomish County Extension provides staff support and all necessary training to ensure that Beach Watcher activities are based on science, available to the general public and fill existing needs.

Recreation and Cultural Services Department Scope of Work

Beach Watchers and staff will:

1. Offer training opportunities for County-based volunteers: Beach Watchers and Beach Naturalists. Each training session will be designed for people interested in learning about the marine environment and sharing that knowledge with park users and neighbors. Staff will recruit from these pools for working at Mukilteo Lighthouse Park with the intention of each new person being mentored by existing Beach Watchers. Beach Watchers will organize on-going enrichment opportunities to further and deepen the learning of all volunteers.
2. Provide decent assistance to at least 10 groups of school children who are visiting Mukilteo Lighthouse Park during exceptional low-tides in Spring / Summer 2016. We will work in partnerships with the City of Mukilteo Recreation and Cultural Services Division to advertise the availability of WSU Beach Watcher assisted field trips as well as notifying teachers and educators from previous years.
3. WSU Beach Watchers will be at Mukilteo Lighthouse Park for at least two hours on nine different days during summer month low tides. WSU Beach Watchers will interact with the public utilizing either a touch tank or roving the beach. These events will be advertised through various avenues. WSU Beach Watchers will provide the list of dates to the Mukilteo Recreation and Cultural Services Division by March 31, 2016.
4. Mukilteo Lighthouse Park has several large kiosks. WSU Beach Watchers will refresh information throughout the year, and bi-monthly during the busy summer season. Materials will be educational in nature and graphically pleasing.

Note: The City of Mukilteo will provide parking passes for individual volunteers who are working at the Park so they do not have to pay the parking fees or take the chance or getting tickets while getting shared passes from the garage, or allow WSU to provide passes that will be accepted by Parking Enforcement.

Public Works – Engineering Department Scope of Work (Stormwater Awareness)

Beach Watchers and staff will develop and implement two outreach programs:

1. Storm Drain Marker Placement: WSU Extension will identify and implement community-based methods for installing storm drain markers within the City of Mukilteo, create promotional materials to direct service project inquiries to WSU Extension and develop methods for tracking where markers have been placed. Beach Watchers will participate in planning and implementation of the project. Information provided by City of Mukilteo staff will be incorporated into all decisions.

Deliverables:

- a. Identify area of concentration for storm drain markers by June 2016
 - b. Identify and solicit potential community member volunteers by June 2016
 - c. Engage at least 2 new community groups as volunteers by June 2016
 - d. Hold at least one (1) volunteer-based stenciling event, to include outreach materials on clean water and stormwater awareness by September 2016
 - e. Properly install at least 300 storm drain plaques in the City of Mukilteo by September 15, 2016
 - f. Evaluation and recommendations on program framework to continue into the future by December 1, 2016.
2. Pet Waste Outreach: WSU Extension will organize all aspects of pet waste outreach campaign.

Deliverables:

- a. Prepare flyers and materials for display at vet clinics and dog park events by end of March 2016.
- b. Hold three (3) events at dog parks or other dog-friendly areas within the City by October 30, 2016.
- c. Provide information to over 1000 dog owners and share the message of "Scoop It, Bag It, Trash It!"
- d. Track behavior change through use of pledge cards at dog park events.
- e. Deliver pledge cards to City after the final event
- f. Provide outreach materials to four (4) vet clinics that serve the Mukilteo area. Follow up visits will occur quarterly
- g. Provide summary report of progress by December 1, 2016, to include number of contacts, number of pledge cards signed, and volunteer hours.

2016 Budget:

Item	Storm Drain Markers	Pet Waste Campaign	Recreation and Cultural Services	Total
Staff Time	\$2,096	\$2,096	\$6,919	\$11,111
Office Supplies / Printing / Field Supplies	100	100	300	500
Travel	54	54	81	189
Advertising*			200	200
Total	\$2,250	\$2,250	\$7,500	\$12,000

*Advertising would be for the Beach Watcher or Beach Naturalist training series and used only if needed. Any unused funds in Advertising would move back to Staff Time.