

**INTERLOCAL AGREEMENT FOR
SURFACE WATER EDUCATION SERVICES
CONTRACT NO. AB2021-07**

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 and outreach, to help meet the City's NPDES Phase II Western Washington Municipal Stormwater Permit, 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 (as found in Exhibit B). 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 three years commencing upon full

execution. 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 quarterly 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.
- 4.3. Base rates for Youth Education Services are set forth in Exhibit A. Costs and rates specific to TOs will be negotiated with the TO. .

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. 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 C.

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 4th day of Jan 2021.

CITY OF MUKILTEO

SNOHOMISH CONSERVATION DISTRICT


Jennifer Gregerson, Mayor


Mark Craven, Board Chair

ATTEST:


Carol Moore, City Clerk

APPROVED AS TO FORM:

BY: via email dated 11/11/2020
Office of the City Attorney

ATTACHMENTS:

EXHIBIT A:	Scope of Services
EXHIBIT B:	Task Order Template
EXHIBIT C:	Insurance Verification

EXHIBIT A

Scope of Work

Youth Education Services 2021

A “Lesson” is typically a one hour lesson provided to students in an established classroom within the Mukilteo School District. Table A outlines the lesson name, grade band, and brief description of the stormwater education component considered in this ILA. Eligible schools include: Columbia Elementary, Endeavour Elementary, Mukilteo Elementary, Olympic View Middle School, and Harbour Pointe Middle School. Because not all students in a school will be Mukilteo residents, the City will pay approximately 75% of the total value of the Youth Education Program. A report will be provided to the City with each invoice. The report shall contain the title of the Lesson(s), which school(s) the Lessons were taught at, and the number of adults and youth in attendance. Expenses associated with this report is included in the billable rate per Lesson.

For 2021, the billable rate for the City’s cost shall be \$165.00 per Lesson. For subsequent years, the billable rate for the City’s cost will be defined in the TO.

Name of Lesson	Grade Band	Brief Description of Stormwater Component in Lesson
Four Rain Drops-Part 1	Elementary	Surface runoff within a watershed; engineering solutions to stormwater
Four Rain Drops-Part 2	Elementary	Surface runoff within a watershed; engineering solutions to stormwater
It’s Not Fido’s Fault!	Elementary	Reducing surface runoff through proper waste disposal
MacroMayhem	Elementary	Stormwater pollutants and their effects on water quality
Salmon of Puget Sound	Elementary	The effects of stormwater pollution on salmon
Water Quality Monitoring with Test Kits	Elementary & Middle	Studying stormwater pollution in local streams using water quality methodologies
Water Quality Monitoring with Live Benthic Macros	Middle	Studying stormwater pollution in local streams using water quality methodologies

Additional Outreach Services

EXHIBIT A

The City may require additional outreach services related to general stormwater awareness and low impact development (LID) techniques from time to time. Any Additional Outreach Services scope of work and fees shall be specified in a TO, to be billed on a cost-reimbursable basis for actual time and materials.

Any required reporting for any additional outreach services shall be specified in the corresponding TO.

EXHIBIT B

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: _____s_____

Project Title: _____

Maximum Amount Payable per Task Assignment: \$ _____

Completion Date: _____

Description of Work:

City Project Manager Signature: _____

Date: _____

District Project Manager Signature: _____

Date: _____

EXHIBIT C

INSURANCE VERIFICATION

(SEE ATTACHED)