

**INTERLOCAL AGREEMENT FOR  
SURFACE WATER EDUCATION SERVICES  
CONTRACT NO. 2019-004**

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 in the City of Mukilteo; and

WHEREAS, the City desires to contract with the District for surface water public education and outreach, to help meet the City's requirements under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II 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 City staff 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 commence upon full execution and extend until December 31, 2019 (the "Term"), 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. 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). The hourly rates and overhead fees are set forth in Exhibit A.
- 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.

#### **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 – 91<sup>st</sup> 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 19<sup>th</sup> day of February 2019.

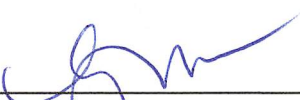
CITY OF MUKILTEO

SNOHOMISH CONSERVATION DISTRICT

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Mark Craven, Board Chair

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

BY: via email 1/24/19  
\_\_\_\_\_  
Angela Summerfield, Office of the City Attorney

ATTACHMENTS:

EXHIBIT A: Scope of Services  
EXHIBIT B: Insurance Verification

**EXHIBIT A**  
**SCOPE OF WORK**

**Classroom Youth Education Services**

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 included in each lesson. 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. This report is included in the billable rate per Lesson.

In no event shall the billable rate exceed \$160.00 per Lesson.

| <b>Name of Lesson</b>                             | <b>Grade Band</b>   | <b>Brief Description of Stormwater Component in Lesson</b>                       |
|---|---------------------|--|
| 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 |

# EXHIBIT A

## REPORT ON WORK

### 1. Summary of the work done

The work is typically done in a laboratory setting. The laboratory is located in the basement of the building. The laboratory is equipped with a variety of instruments and equipment. The instruments include a spectrophotometer, a pH meter, a conductivity meter, and a titration setup. The equipment includes a variety of glassware, including beakers, flasks, and test tubes. The work is done in a systematic manner. The first step is to prepare the samples. The samples are then analyzed using the instruments and equipment. The results are then recorded and analyzed.

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|                                      |                                   |                          |                          |
|--------------------------------------|-----------------------------------|--------------------------|--------------------------|
| 1. Preparation of samples            | 2. Analysis of samples            | 3. Recording of results  | 4. Analysis of results   |
| 5. Preparation of standards          | 6. Analysis of standards          | 7. Recording of results  | 8. Analysis of results   |
| 9. Preparation of blanks             | 10. Analysis of blanks            | 11. Recording of results | 12. Analysis of results  |
| 13. Preparation of replicates        | 14. Analysis of replicates        | 15. Recording of results | 16. Analysis of results  |
| 17. Preparation of controls          | 18. Analysis of controls          | 19. Recording of results | 20. Analysis of results  |
| 21. Preparation of unknowns          | 22. Analysis of unknowns          | 23. Recording of results | 24. Analysis of results  |
| 25. Preparation of calibration curve | 26. Analysis of calibration curve | 27. Recording of results | 28. Analysis of results  |
| 29. Preparation of standard curve    | 30. Analysis of standard curve    | 31. Recording of results | 32. Analysis of results  |
| 33. Preparation of unknown curve     | 34. Analysis of unknown curve     | 35. Recording of results | 36. Analysis of results  |
| 37. Preparation of control curve     | 38. Analysis of control curve     | 39. Recording of results | 40. Analysis of results  |
| 41. Preparation of replicate curve   | 42. Analysis of replicate curve   | 43. Recording of results | 44. Analysis of results  |
| 45. Preparation of blank curve       | 46. Analysis of blank curve       | 47. Recording of results | 48. Analysis of results  |
| 49. Preparation of standard curve    | 50. Analysis of standard curve    | 51. Recording of results | 52. Analysis of results  |
| 53. Preparation of unknown curve     | 54. Analysis of unknown curve     | 55. Recording of results | 56. Analysis of results  |
| 57. Preparation of control curve     | 58. Analysis of control curve     | 59. Recording of results | 60. Analysis of results  |
| 61. Preparation of replicate curve   | 62. Analysis of replicate curve   | 63. Recording of results | 64. Analysis of results  |
| 65. Preparation of blank curve       | 66. Analysis of blank curve       | 67. Recording of results | 68. Analysis of results  |
| 69. Preparation of standard curve    | 70. Analysis of standard curve    | 71. Recording of results | 72. Analysis of results  |
| 73. Preparation of unknown curve     | 74. Analysis of unknown curve     | 75. Recording of results | 76. Analysis of results  |
| 77. Preparation of control curve     | 78. Analysis of control curve     | 79. Recording of results | 80. Analysis of results  |
| 81. Preparation of replicate curve   | 82. Analysis of replicate curve   | 83. Recording of results | 84. Analysis of results  |
| 85. Preparation of blank curve       | 86. Analysis of blank curve       | 87. Recording of results | 88. Analysis of results  |
| 89. Preparation of standard curve    | 90. Analysis of standard curve    | 91. Recording of results | 92. Analysis of results  |
| 93. Preparation of unknown curve     | 94. Analysis of unknown curve     | 95. Recording of results | 96. Analysis of results  |
| 97. Preparation of control curve     | 98. Analysis of control curve     | 99. Recording of results | 100. Analysis of results |

## EXHIBIT A

### Additional Outreach Services

The City may require additional outreach services related to general stormwater awareness and low impact development (LID) techniques from time to time. The billable hourly rate shall not exceed the rates in the table below. Any work completed as Additional Outreach Services shall be specified in a TO.

| Job Classification                     | Hourly Billing Rate |
|--|---------------------|
| Community Conservation Specialist      | \$35.06             |
| Community Conservation Program Manager | \$56.19             |
| Design Engineer                        | \$69.30             |
| Information & Education Coordinator    | \$44.43             |
| Integrated Media Specialist            | \$39.28             |
| Habitat Specialist I                   | \$30.00             |
| Habitat Specialist II                  | \$36.69             |
| Habitat Specialist III                 | \$45.18             |
| Administrative Assistant               | \$34.90             |
| Grants Administrator                   | \$55.41             |
| District Manager                       | \$78.36             |

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





**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#:** 2019-00-154

**EFFECTIVE: September 1, 2018 through August 31, 2019**

*This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.*

**CERTIFICATE HOLDER:**

City of Mukilteo  
11930 Cyrus Way  
Mukilteo, WA 98275

*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.*

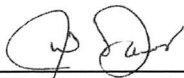
| <b>COVERAGE:</b>  | <b>PER OCCURRENCE<br/>LIMIT</b> | <b>AGGREGATE<br/>LIMIT</b> |
|---|---------------------------------|----------------------------|
| <b>COMPREHENSIVE GENERAL LIABILITY</b>                                  | <b>\$1,000,000</b>              | <b>\$1,000,000</b>         |
| <i>Professional Liability</i>   | \$1,000,000                     | \$1,000,000                |
| <i>Personal Liability</i>   | \$1,000,000                     | \$1,000,000                |
| <i>Products – Complete Operation</i>                                    | \$1,000,000                     | \$1,000,000                |
| <b>AUTO LIABILITY</b>   | <b>N/A</b>                      | <b>N/A</b>                 |
| <i>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</i> | N/A                             | N/A                        |
| <b>CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY</b>         | <b>N/A</b>                      | <b>N/A</b>                 |
| <i>Per Occurrence Aggregate</i>   | N/A                             | N/A                        |
| <b>PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY</b>                   |                                 |                            |
| <i>Property</i>   | N/A                             | N/A                        |
| <i>Mobile Equipment</i>   |                                 |                            |
| <b>AUTOMOBILE PHYSICAL DAMAGE</b>                                       | N/A                             | N/A                        |
| <b>OTHER COVERAGE: N/A</b>  | <b>N/A</b>                      | <b>N/A</b>                 |

**CANCELLATION:**

Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.

**MEMO:**

The City of Mukilteo is an additional covered party in respects to the Interlocal Agreement, Contract Number 2019-004. Coverage is primary and non-contributory to the liability insurance maintained by the certificate holder.



Authorized Representative  
February 11, 2019

**enduris**  
WASHINGTON

**ADDENDUM B**

**ENDURIS AND ITS MEMBERS**

**MEMORANDUM OF COVERAGE**

It is agreed that the "Covered Party, Covered Persons or Entities" provision is amended to include any person or entity to whom the member is obligated by virtue of a contract to provide insurance with respect to coverage afforded by this Memorandum. Said person or entity shall be covered only to the extent of such obligation of the covered party, and then only with respect to operations by or on behalf of the covered party, or of facilities of the covered party, or of facilities used by the covered party.

This policy will not insure or defend any claims for liabilities arising out of the sole fault, negligence or omission of the Additional Covered Party.

Coverage provided under this addendum is limited to the lesser of the limits stated on the Declaration page, or the minimum of coverage required in the contract.

This addendum requires written approval from Enduris.

It is further agreed that nothing herein shall act to increase Enduris' Limit of Liability.

This addendum is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown on the attached Evidence of Coverage. All other terms and conditions remain unchanged.