



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 / Stormwater Awareness Beach Watcher Partnership

Total AMOUNT: \$10,500

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

Public Works Engineering (\$3,000)

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, 2017 and December 31, 2017.
3. Compensation. The City will pay the Contractor a total amount up to \$10,500 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 Programs Manager

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 7th day of March 2017

CITY OF MUKILTEO:


Jennifer Gregerson, Mayor

CONTRACTOR: (Snohomish County)


Mary Jane Brell-Vujovic, Human Services Director
SUSAN NEELY
Executive Director

Schedule A
BEACH WATCHERS PROGRAM & TRAINING SERVICES
2017

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 trained volunteer 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 docent assistance to at least 10 groups of school children who are visiting Mukilteo Lighthouse Park during exceptional low-tides in Spring / Summer 2017. 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 through email notices.
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, 2017.
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 allow WSU to provide parking passes for volunteers on their volunteer or training days, that will be accepted by Parking Enforcement.

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

WSU Extension Beach Watchers and staff will implement a targeted stormwater pollution involvement and education program, targeting local Mukilteo residents. WSU Extension will reach out to local organizations and homeowners associations to involve them in a community event or self-directed plaque placement efforts; register interest for an “Adopt a Drain” program that City of Mukilteo staff will organize; and / or adopt specific household practices to help keep our waters clean. The primary focus group will be homeowners associations, with other local groups as a secondary priority. Information provided by City of Mukilteo staff will be incorporated into all decisions.

WSU Extension Beach Watchers and staff will:

- a. Develop presentation / newsletter materials for 2017 outreach efforts by 3/31/2017.
- b. Invite Homeowner Association / Local Community Groups solicitation for presentations at HOA meetings, through social media posts or newsletter announcements by April 30, 2017. Goal is to have four groups participate.
- c. Provide outreach materials and opportunities for participation with at least four selected groups by July 2017.
- d. Organize stormwater awareness activities to take place in target neighborhoods. Promote opportunities to place storm drains markers during outreach with local groups, at one public event, and through self-directed groups efforts.
- e. Provide contact list to City of people interested in becoming an “Adopt a Drain” volunteer.
- f. Coordinate the handling of loaner storm drain plaque placement kits and tracking of plaque placement statistics and areas, from June 1 – October 10, 2017.
- g. Hold one (1) volunteer-based drain marking event, to include sharing of outreach materials on clean water and stormwater awareness during Summer 2017. Provide date of event to City at least 6 weeks prior to the event.
- h. Properly install at least 200 storm drain plaques in the City of Mukilteo by October 10, 2017.
- i. Provide program evaluation and recommendations on program framework to continue into the future by December 1, 2017.

The City of Mukilteo will provide these items in support of the project:

- a. List of Homeowner’s Associations within the City.
- b. Maps of potential locations for storm marker application.
- c. Printing of all needed outreach and educational materials.
- d. Drain marking kit materials and instructions.

2017 Budget

Item	Stormwater Awareness	Recreation and Cultural Services	Total
Staff Time	2871	6919	
Office Supplies / Copies / Presentation Flash drives	75	300	
Travel	54	81	
Advertising*		200	
Total	3000	7500	10,500

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