

**FIRST AMENDMENT
TO
INTERLOCAL AGREEMENT
FOR SURFACE WATER EDUCATION SERVICES**

THIS FIRST AMENDMENT is made to that certain Interlocal Agreement dated March 21, 2016 (the "Agreement") by and between the CITY OF MUKILTEO, a Washington municipal corporation (hereinafter the "City"), and Snohomish Conservation District, a conservation district in the State of Washington established under chapter 89.08 RCW (hereinafter the "District").

RECITALS

WHEREAS, Section 3 of the Agreement authorizes the parties to execute up to two one-year extensions of the Agreement; and

WHEREAS, in order to allow for continued services the parties desire to extend the Agreement for a one-year term;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties in this Amendment as follows:

1. Extension. The term of this Agreement is extended for a one-year period, through March 20, 2018.

2. Ratification. The parties intend that this Amendment relate back to March 21, 2017, and this Amendment shall ratify the prior understandings between the parties set forth in the Agreement, Task No. 2017-01, and this Amendment.

EXCEPT AS EXPRESSLY MODIFIED BY THIS FIRST AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this First Amendment on this 15th day of December, 2017.

SNOHOMISH CONSERVATION DISTRICT

By: Mark Craven
Its: Mark Craven Chair

CITY OF MUKILTEO

By: Mick Matheson
Mick Matheson, Public Works Director

APPROVED AS TO FORM:

(approved by email dated 11/8/2017)
City Attorney

**INTERLOCAL AGREEMENT FOR
SURFACE WATER EDUCATION SERVICES
CONTRACT NO. 2016-015**

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 to conduct its Sound Education Youth program, as part of the City's NPDES Phase II 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 Management Services Director and/or Mayor, 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 Ten Thousand Dollars (\$10,000.00).

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 21st day of March, 2016.

CITY OF MUKILTEO



Jennifer Gregerson, Mayor

SNOHOMISH CONSERVATION DISTRICT

 for

Mark Craven, Board Chair

ATTEST:



Janet Keefe, City Clerk

APPROVED AS TO FORM:

BY: 
Angela Summerfield, Office of the City Attorney

ATTACHMENTS:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Insurance Verification

EXHIBIT A

SCOPE OF SURFACE WATER EDUCATION SERVICES

Exhibit 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:

Youth Education: provide stormwater education to 10 Mukilteo School District classrooms.

SCOPE OF SERVICES

Youth Education: SCD will provide services to the City of Mukilteo as requested for the duration and within the budget of this contract for youth education to include, but not limited to:

Four Rain Drops Part 1: \$140/class (25% billed to Snohomish County; 75% billed to City of Mukilteo)

Four Rain Drops Part 2: \$180/class (25% billed to Snohomish County; 75% billed to City of Mukilteo)

It's Not Fido's Fault: \$140/class (25% billed to Snohomish County; 75% billed to City of Mukilteo)

MacroMayhem: \$180/class (25% billed to Snohomish County; 75% billed to City of Mukilteo)

Salmon of Puget Sound: \$150/class (25% billed to Snohomish County; 75% billed to City of Mukilteo)

There is No Point to This Pollution: \$200/class (25% billed to Snohomish County; 75% billed to City of Mukilteo)

Water Quality Monitoring with Test Kits: \$180/class (25% billed to Snohomish County; 75% billed to City of Mukilteo)

Water Quality Monitoring with Live Benthic Macros: \$180/class (25% billed to Snohomish County; 75% billed to City of Mukilteo)

Ocean Acidification: \$220/class (25% billed to Snohomish Conservation District; 75% billed to City of Mukilteo)

Wheat Week (includes stormwater components): Free (funding from various partners)

CONTRACT DURATION

The Consultant shall not begin 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, 2018.

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: \$ 2,000

Completion Date: _____

Description of Work:

City Project Manager Signature: J Adams

Date: 5.2.16

District Project Manager Signature: [Signature]

Date: 4.7.15

EXHIBIT B
INSURANCE VERIFICATION

(SEE ATTACHED)

EVIDENCE OF COVERAGE**INSURED/PARTICIPANT:**

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

Memorandum # 2016-00- 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, 2015 to September 1, 2016

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

Public Officials Errors and Omissions Liability

Each Wrongful Act	\$ 1,000,000
Aggregate Per Member	\$ 1,000,000

City of Mukilteo is additional covered party in respects to the Interlocal Agreement for Surface Water Education Services. Coverage is primary and non-contributory to the 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
2/16/2016

RECEIVED

FEB 22 2016

CITY OF MUKILTEO
CLERKS OFFICE

2013-028

endurisTM
WASHINGTON

1610 S Technology Blvd, Suite 100 - Spokane Washington - 99224
Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875

Formal Task Assignment Document

Task Number 2017-01

Consultant: Snohomish Conservation District

The general provisions and clauses of the Interlocal Agreement for Surface Water Education Services Contract No 2016-015 shall be in full force and effect for this Task Assignment.

Location of Project: City of Mukilteo

Project Title: Surface Water Education Services

Maximum Amount Payable Per Task Assignment: \$2,500.00

Completion Date: December 30, 2017

Description of Work:

Provide at least 10 stormwater educational and outreach services for the City of Mukilteo School District classrooms during the term of this Task Order.

City of Mukilteo Signature:


~~Andrea Swisstack~~ Mick Matheson
Assistant City Engineer Public Works Director

Date: 4/26/17

District Project Manager Signature:


Kate Riley
Chain
Community Engagement Program Manager

Date: 3-28-17