

**'INTERLOCAL AGREEMENT
BETWEEN THE CITY OF EVERETT, SNOHOMISH COUNTY
AND SNOHOMISH CONSERVATION DISTRICT
REGARDING NPDES PROGRAMS**

This Interlocal Agreement (this “**Agreement**”), effective January 1, 2024, by and between the CITY OF EVERETT, (the “**City**”), a municipal corporation of the State of Washington; SNOHOMISH COUNTY, (the “**County**”), a political subdivision of the State of Washington, and SNOHOMISH CONSERVATION DISTRICT, a conservation district in the State of Washington established under chapter 89.08 RCW (the “**District**”).

RECITALS

A. The City desires to work with the County through its WSU Extension office, and the District to provide education and outreach on pollution prevention BMPs, Green Stormwater Infiltration (GSI) or Low Impact Development (LID), and other National Pollutant Discharge Elimination System (NPDES) permit-related requirements; along with research and technical support, and installation and maintenance of LID projects and other NPDES permit-related programs in Everett.

B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City, the County and the District to promote, facilitate and undertake LID and other NPDES permit-related programs and activities.

C. This Agreement shall be implemented through an annual scope of work.

D. The parties desire to enter into this Agreement to provide for the administration of the project, pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The Work. The County and the District agree to provide the services to the City generally described as follows: information, education and outreach, and technical support on pollution prevention BMPs, GSI/LID, and other NPDES permit-related requirements and topics (the “**Work**”). For each year of this Agreement, the specifics of the Work will be detailed in a Scope of Work and Budget. The approved 2024 Scope of Work and Budget is attached as Exhibit A. On or before December 1 of each year starting in 2024, the District and County will submit to the City’s Public Works Director a proposed annual Scope of Work and Budget that describes the programs, activities and tasks proposed to be undertaken by the District and County with funds obtained from the City in the succeeding year. Upon the City’s Public Works Director’s written approval, such Scope of Work and Budget will control the Work for such year. The County and District will complete the Work as set forth in the annual

Scope(s) of Work and Budget and will coordinate the Work with the City. The City's Public Works Director may from time to time amend annual Scope(s) of Work and Budget as such Director determines necessary.

2. Reporting. With each quarterly invoice, the District and County shall prepare and submit to the City a quarterly report which shall summarize the Work performed and expenditures incurred during the preceding months. The report shall evaluate the performance and results of Work performed. The District and County will provide all back-up information regarding the Work as reasonably requested by the City.

3. Duration. This Agreement shall be effective on the date of the last party's execution of this Agreement and terminate December 31, 2029, unless otherwise modified or terminated in accordance with the terms of this Agreement. The Work described in a Scope of Work and Budget shall be eligible for funding under this Agreement so long as it is performed after the effective date of this Agreement.

4. Funding. Funds for the Work provided in this Agreement shall be defined in the annual approved Scope(s) of Work and Budget.

5. Modifications. Any modification of this Agreement must be signed by the Mayor of the City and authorized representatives of the County and District.

6. Termination.

a. Any party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days written notice to the other parties.

b. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement and prior to normal completion, this Agreement may be terminated by any party immediately upon notice to the other parties.

c. Upon termination of this Agreement as provided in this section, the parties shall be paid only for Work performed prior to the effective date of termination in accordance with an approved Scope of Work and Budget. No payment shall be made for any expense incurred or work done following the effective date of termination unless authorized in writing by the party obligated to pay.

7. Indemnification. To the maximum extent permitted by law, each party will defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions and liability of any kind, including injuries to persons or damages to property, to the extent any such damages and injuries to persons or property are caused by or result from the errors, omissions or negligent acts of the indemnifying party, its contractors, and/or employees, agents, and representatives in performing the party's responsibilities under this Agreement. No party shall be required to indemnify, defend, or save harmless the other party if the claim, suit, or

action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence as determined by a court of competent jurisdiction. Each of the parties agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents and for that purpose the indemnifying party specifically waives, as respects the other party only, any immunity under the Worker's Compensation Act, RCW Title 51; and each party recognizes the provision of RCW 4.24.115, if applicable. Each party to this Agreement will reasonably notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to this Agreement. The provisions of this Section shall survive the expiration or termination of the Agreement.

8. General Provisions.

a. Administration. Each party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party's respective actions in performance of this Agreement. The parties initial Administrators shall be the following individuals:

<u>City initial administrator</u>	<u>County's initial administrator</u>	<u>District's initial administrator</u>
Apryl Hynes	Janet Jayne	Linda Lyshall
Sr. Public information and	Admin Support Supervisor	Executive Director
Education Specialist	Department of Conservation and	Snohomish Conservation
City of Everett Public Works	Natural Resources – Parks	District
3200 Cedar Street	6705 Puget Park Drive	528 91 st Avenue, Ste. A
Everett, WA 98201	Snohomish, WA 98236	Lake Stevens, WA 98258
425-257-8992	425-388-6617	425- 327-9862
ahynes@everettwa.gov	janet.jayne@co.snohomish.wa.us	llyshall@snohomishcd.org

b. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

c. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

d. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

e. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

f. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances

other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

g. Notice. For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid:

<u>Notice to City</u>	<u>Notice to District</u>	<u>Notice to County</u>
City of Everett, Public Works Attn: Apryl Hynes 3200 Cedar Street Everett, WA 98201	Snohomish Conservation District Attn: Linda Lyshall 528 91 st Avenue, Ste. A Lake Stevens, WA 98258	Snohomish County Attn: Janet Jayne 600 128 th St SE Everett WA, 98208

A Party may change its address by delivering written notice to the other parties of the new address.

h. Attorney's Fees and Costs. The prevailing party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing party or parties an amount equal to the reasonable attorney's fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.

i. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the parties to this Agreement. No other persons have any rights or remedies under this Agreement.

j. Compliance with the Washington State Public Records Act. The parties acknowledge they are subject to the Public Records Act, chapter 42.56 RCW. The parties shall cooperate with each other so that each may comply with all of its obligations under the Public Records Act.

k. Recording of this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

l. Signatures. This Agreement can be signed in counterparts. Each party may sign this Agreement in ink or with a pdf scan of signature or with the City of Everett's AdobeSign system or with any other e-signature system, any of which is fully binding.

m. No separate legal or administrative agency. No separate legal or administrative agency is created between or among the Parties under this Agreement.

n. Ownership of Property. Except as expressly provided in the contrary in this Agreement, any real or personal property used or acquired by any party in connection with its performance under this Agreement will remain the sole property of such party, and the other parties shall have no interest therein.

[signatures on following pages]

The parties have executed this Agreement with an effective date of January 1, 2024.

CITY:

CITY OF EVERETT,
a Washington municipal corporation

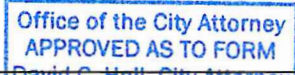
By: 

Cassie Franklin, Mayor

ATTEST:


Office of the City Clerk

APPROVED AS TO FORM:


David C. Hall, City Attorney
Office of the City Attorney

COUNTY:

SNOHOMISH COUNTY,

a political subdivision of the State of Washington

By: 

Name: Dave Somers

Title: County Executive

APPROVED AS TO FORM:

 12/20/23
Office of the Prosecuting Attorney

DISTRICT:

SNOHOMISH CONSERVATION DISTRICT,

a conservation district in the State of Washington established under chapter 89.08 RCW

By: Linda Lyskall

Name: Linda Lyskall

Title: Executive Director

RECEIVED

FEB 12 2024

SCD