

Approved: 02/07/2024

Effective: 02/19/2024

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SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 24-001

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE
TO SIGN THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EVERETT, SNOHOMISH CONSERVATION DISTRICT AND
SNOHOMISH COUNTY FOR COOPERATIVE EFFORTS TO PROMOTE,
FACILITATE AND UNDERTAKE LID AND OTHER NPDES PERMIT RELATED
PROGRAMS AND ACTIVITIES

WHEREAS, the City of Everett desires to work with Snohomish County
through its WSU Extension office and the Snohomish Conservation District to
provide education and outreach on National Pollutant Discharge Elimination
System (NPDES) permit-related requirements; and

WHEREAS, the WSU Extension office has expert knowledge in rain
gardens and natural yard care; and

WHEREAS, the WSU Extension office has a trained volunteer force to carry
out educational programs; and

WHEREAS, this effort improves water quality and reduces pollutants that
impact fish; and

WHEREAS, 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; and

WHEREAS, this contract has no impact on the general fund or Snohomish
County FTE's; and

WHEREAS, the County and the City have negotiated the terms of an
interlocal agreement, attached to this ordinance as Exhibit A; and

WHEREAS, the interlocal agreement attached to this ordinance as
Exhibit A is authorized by the Interlocal Cooperation Act, chapter 39.34 RCW; and

WHEREAS, the County Council held a public hearing on February 7, 2024,
to consider approving and authorizing the County Executive to sign the agreement
attached as Exhibit A to this ordinance on the County's behalf;

ORDINANCE NO. 24-001
APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE
TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERETT, SNOHOMISH
CONSERVATION DISTRICT AND SNOHOMISH COUNTY FOR COOPERATIVE EFFORTS TO
PROMOTE, FACILITATE AND UNDERTAKE LID AND OTHER NPDES PERMIT RELATED PROGRAMS
AND ACTIVITIES

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NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The County Council approves and authorizes the County Executive to execute the *Interlocal Agreement Between the City of Everett, Snohomish County and Snohomish Conservation District Regarding NPDES Programs* in the form attached hereto as Exhibit A. The County Council further authorizes the Director of the County's Conservation and Natural Resources Department to approve amendments to this agreement on behalf of the County without the need to obtain additional approvals from the County Council or the County Executive.

PASSED this 7th day of February, 2024.

ATTEST:

M. Deunlar
Deputy Clerk of the Council

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Jared Mead
Council Chair

APPROVED

DATE: February 9, 2024

EMERGENCY

D. Somers

VETOED

Dave Somers
County Executive

ATTEST: Melissa Geraghty

Approved as to form only:

[Signature] 12/28/23
Deputy Prosecuting Attorney

ORDINANCE NO. 24-001
APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE
TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERETT, SNOHOMISH
CONSERVATION DISTRICT AND SNOHOMISH COUNTY FOR COOPERATIVE EFFORTS TO
PROMOTE, FACILITATE AND UNDERTAKE LID AND OTHER NPDES PERMIT RELATED PROGRAMS
AND ACTIVITIES

EXHIBIT A
to
ORDINANCE NO. 24-001

INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERETT,
SNOHOMISH CONSERVATION DISTRICT AND SNOHOMISH COUNTY FOR
COOPERATIVE EFFORTS TO PROMOTE, FACILITATE AND UNDERTAKE
LID AND OTHER NPDES PERMIT RELATED PROGRAMS AND ACTIVITIES

[See Attached]

**'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 Education Specialist	Admin Support Supervisor Department of Conservation and Natural Resources – Parks	Executive Director Snohomish Conservation District
City of Everett Public Works 3200 Cedar Street Everett, WA 98201 425-257-8992 ahynes@everettwa.gov	6705 Puget Park Drive Snohomish, WA 98236 425-388-6617 janet.jayne@co.snohomish.wa.us	528 91 st Avenue, Ste. A Lake Stevens, WA 98258 425- 327-9862 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:

.Notice to City	Notice to District	Notice to County
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:

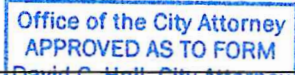
CITY OF EVERETT,
a Washington municipal corporation

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

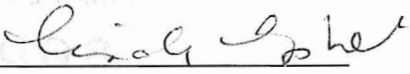
APPROVED AS TO FORM:

 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: 

Name: Linda Lyshall

Title: Executive Director

RECEIVED

FEB 12 2024

SCD

CITY OF EVERETT NPDES SUPPORT
EXHIBIT A- SCOPE OF WORK AND BUDGET 2024

<u>Task</u>	<u>Category</u>	<u>Description</u>	<u>Snohomish County WSU</u>	<u>Snohomish Conservation District</u>	<u>Task Total</u>
Task 1 - Administration	1. 1 All Programs	Project administration, planning, partner meetings, project reporting, billing and general project management and evaluation.	\$ 2,500.00	\$ 3,500.00	\$ 6,000.00
	Subtotal		\$ 2,500.00	\$ 3,500.00	\$ 6,000.00
Task 2 - Information, Education and Outreach	2.1 Rain garden rebates	Assist City with rain garden design intensive workshops and/or tours for rebate recipients. SCD will present at workshops and offer one-on-one help.	\$ -	\$ 1,500.00	\$ 1,500.00
	2.2 Green Garden, Green Home workshop series	All parties develop a workshop series and/or family event(s) centered on pollution prevention BMP's. SCD takes lead on promotion, registration and day of coordination for workshops/events. WSU assists with speakers and event participation.	\$ 6,000.00	\$ 10,000.00	\$ 16,000.00
	2.3 WSU Master Gardener	Provide education, information and mentoring support with master gardeners, RG mentors and Natural Yard Care volunteers, etc. Table Master Gardener clinics at local farmers markets/workshops. Editor of the City's biannual Green Garden, Green Home enewsletter.	\$ 5,500.00	\$ -	\$ 5,500.00
	Subtotal		\$ 11,500.00	\$ 11,500.00	\$ 23,000.00
Task 3 - Technical	3.1 GSI public/private partnerships	Provide opportunities to engage the public in GSI-related projects with technical visits & support (schools, community centers, etc.). Task can also be used for the private rain garden rebate program.		\$ 4,500.00	\$ 4,500.00
	3.2 Site visits	Provide 10 -15 technical site visits to Everett residents outside SCD boundaries.		\$ 3,000.00	\$ 3,000.00
Subtotal			\$ 7,500.00	\$ 7,500.00	
TOTAL			\$ 14,000.00	\$ 22,500.00	\$ 36,500.00
<i>*All projected costs include 25% overhead</i>					