



# MONROE CITY COUNCIL

## Agenda Bill No. 19-033

<b>SUBJECT:</b>	<b><i>Authorize the Mayor to Sign Interlocal Agreement with Snohomish Conservation District for the Purpose of Providing Public Education</i></b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
02/12/2019	Public Works	Vince Bertrand	Jakeh Roberts	<b>Consent Agenda #11</b>

**Discussion:** 02/12/2019

**Attachments:** 1. Interlocal Agreement

**REQUESTED ACTION:** Move to authorize the Mayor to sign the Interlocal Agreement with the Snohomish Conservation District; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

### **POLICY CONSIDERATIONS**

*Per RCW 39.34.080 interlocal agreements shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties. Since the City Council is the governing body for the City of Monroe, it must approve this interlocal agreement.*

### **DESCRIPTION/BACKGROUND**

The Western Washington Phase II Municipal Stormwater Permit was re-issued on August 1, 2013, and will be in effect until July 31, 2019. The new version of the permit will come into effect on August 1, 2019, and continue for another five year term.

The permit is issued to the City by the Washington State Department of Ecology, which has delegation from the United States Environmental Protection Agency to write this federal permit and enforce compliance with the requirements.

The current permit mandates the City to fulfill several educational and outreach activities each year, and the future permit is proposed (at this time in draft form) with similar requirements surrounding public involvement and participation.

The services to be provided by Snohomish Conservation District after entering into this interlocal agreement will include environmental education for youth attending public schools within the Monroe School District. Courses offered are focused on local streams, native fish, and other conservation related topics.

This agreement represents a continuation of the longstanding partnership between the City and the District to supply educational services. If approved, the interlocal will be in effect for a five year term. Should the City elect to exit the agreement, sixty day written cancellation notice would need to be provided.

**Table A - Lesson Names**

<b>Name of Lesson</b>	<b>Grade Band</b>
Four Rain Drops-Part 1	Elementary
Four Rain Drops-Part 2	Elementary
It's Not Fido's Fault!	Elementary
MacroMayhem	Elementary
Salmon of Puget Sound	Elementary
Water Quality Monitoring with Test Kits	Elementary & Middle
Water Quality Monitoring with Live Benthic Macros	Middle

**FISCAL IMPACTS**

Service to be provided as described above is included in the 2019 budget to be funded through the City's stormwater operating fund. Expenditures for the services are not to exceed two thousand dollars annually.

As shown in Table B below, the City's budget for youth education will not exceed two thousand dollars. Snohomish Conservation District will contribute an additional thirty percent, for a combined deliverable to teach fifteen classes, and reach over four hundred youth and teachers.

**Table B- Budget**

<b>Task</b>	<b>City of Monroe Cost</b>	<b>SCD Match</b>	<b>Task Total</b>
15 Classroom Lessons @ \$160/unit ( <i>includes admin, coordination, prep, teaching, and drive time</i> )	\$2000	\$400	\$2400
Educational Supplies ( <i>Water quality testing, science journals, materials</i> )	\$0	\$133	\$133
Mileage ( <i>Approx. 120 miles @ \$.565</i> )	\$0	\$67	\$67
<b>Total</b>	<b>\$2000</b>	<b>\$600</b>	<b>\$2600</b>

**TIME CONSTRAINTS**

Approval later than February 28, 2019, may result in a delay in education necessary for a National Pollutant Discharge Elimination System permit requirement.

**ALTERNATIVES**

Discontinue the interlocal agreement and create an acceptable education curriculum in accordance with the National Pollutant Discharge Elimination System permit requirements.

City Staff are not currently equipped to create an adequate education curriculum meeting the standards set forth in the National Pollutant Discharge Elimination System permit. Pursuit of this alternative would likely result in entering into a consultant contract to develop educational curriculum and community outreach activities at an increased cost compared to what is currently proposed.

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MONROE AND SNOHOMISH CONSERVATION DISTRICT  
FOR JOINT OR COOPERATIVE SERVICES**

Execution Date through December 31, 2023

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This Interlocal Agreement (hereinafter "Agreement") is entered into by and between the City of Monroe (hereinafter "City"), a political subdivision of the State of Washington, and the Snohomish Conservation District (hereinafter "District"), a Washington municipal corporation established pursuant to Chapter 89.08 RCW.

WHEREAS, the District was established pursuant to Chapter 89.08 RCW to undertake a variety of activities relating to the conservation, management, and sustainability of natural resources; and

WHEREAS, the District and City are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the City of Monroe is within the District's boundaries; and

WHEREAS, the District can work within all of the City via this Agreement; and

WHEREAS, for over seventy years the District has assisted landowners and local governments as they face resource management challenges relating to water quality and other natural resource issues; and

WHEREAS, increasing demands for resource management programs, resulting from more stringent regulations, urban development pressures, and public interest and awareness, has put a strain on both District and City financial resources; and

WHEREAS, the District has outlined long term goals and objectives in its Five-Year Plan; and

WHEREAS, the City shares responsibility for conserving and managing the City's natural resources; and

WHEREAS, the District and City support and concur in the need to continually refine and coordinate their long and short term goals, objectives, and programs for managing and conserving the City's natural resources; and

WHEREAS, the revenue from special assessments imposed by Snohomish County (County) pursuant to RCW 89.08.400 will allow the District to work in partnership with the City to obtain grant funding and support the County and the City in addressing requirements of the National Pollutant Discharge Elimination System (NPDES), the Endangered Species Act (ESA) listing of salmon species, and other natural resource protection requirements and needs.

NOW, THEREFORE, the District and City mutually agree as follows:

I. PURPOSE

- A. The recitals set forth above are incorporated herein by this reference.
- 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 and the District to promote, facilitate, and undertake certain conservation programs and activities.
- C. This Agreement shall be implemented through an annual scope of work as provided in Articles VI and VII.

II. DURATION OF AGREEMENT

- A. This Agreement shall commence on January 1, 2019, and terminate December 31, 2023, unless otherwise modified or terminated in accordance with the terms of this Agreement.
- B. The activities described in Appendix 1-2019 and any subsequent Scope of Works that are performed after the execution date of this agreement, shall be eligible for funding under this Agreement.
- C. This Agreement may be terminated by either party by providing sixty days' written notice to the other party.

III. FUNDING

Funds for the resource management and conservation programs provided for in this Agreement shall be defined within the annual Scope of Work and Budget negotiated between the City and the District.

IV. RESPONSABILITIES OF THE DISTRICT

A. Scope of Work

This Agreement shall be implemented through a scope of work. The City and District shall negotiate a scope of work and budget for each year of this Agreement, which scope of work and budget will coordinate and describe the conservation programs and activities to be undertaken using funds from the City and District. The first annual scope of work and budget is set out in Appendix 1-2019, attached hereto and incorporated herein by this reference, which shall take effect on the date of execution of this agreement. Subsequent annual scope of work and budgets will be attached to this Agreement labeled as Appendix 1-2020 (or subsequent year).

## B. Future Scope of Work

On or before June 1st of each year, the District will submit to the City, through the Public Works Director, a proposed annual scope of work and budget that describes the District's conservation programs and activities proposed to be undertaken by the District with funds obtained from the City in the succeeding year. The scope of work will be coordinated with the City. The District shall actively involve constituents and partners in the development of proposed scope of work.

## C. Program Reporting

With each quarterly invoice, the District shall prepare and submit to the City, through the Public Works Director, a quarterly report which shall summarize the work performed and expenditures incurred during the preceding months for funding provided by the City and evaluate the performance and results of the work performed. The reports shall also include, but not be limited to, the following:

1. A description of work performed during the period and progress made to date.
2. A description of any adverse conditions that affected the program objectives and/or time schedules, and actions taken to resolve them.

## V. RESPONSIBILITIES OF THE CITY

### A. Cooperation with the District

The City shall assist the District in a timely manner in the preparation, review, modification, and implementation of the scope of work, including accommodation of sensitive District timelines and assistance in identifying and making plan modifications that are reasonably consistent with the mission and goals of the District.

### B. Payment of Billing Requests

The City shall provide payment within forty-five days of an approved billing request submitted by the District for work activities and expenditures identified by the agreed to scope of work and budget.

## VI. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the City and the District and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the City and the District with regards to the instant subject matter except as expressly set forth in this instrument. Except as otherwise provided herein, no

modification of this Agreement shall be effective until reduced to writing and executed by both parties.

## VII. MAINTENANCE OF RECORDS

The District shall maintain all books, documents, receipts, invoices, and records, including payroll records, necessary to sufficiently and properly reflect the expenditures associated with this Agreement. The accounting records shall provide for a separate recording and reporting of all receipts and expenditures. Financial records pertaining to matters authorized by this Agreement are subject to inspection and audit by representatives of City or the State Auditor upon request.

## VIII. AMENDMENTS AND MODIFICATIONS OF PROGRAM EXPENDITURES

### A. Changes in Approved Projects or Program Activities

The City, through the Public Works Director, must approve the removal, modification, or addition of work identified in the annual scope of work.

### B. Delays

Spending for some projects or program activities may be delayed because of extended timeframes for obtaining supporting grant funds, holdups in the permit review/approval processes, or other unforeseen circumstances. Variations in the scope of work or budget for these reasons shall be documented between the District and the City.

## IX. PROPERTY

Title to property purchased by the District in carrying out the scope of work shall vest in the District.

## X. GENERAL PROVISIONS

### A. Notice

Except as set forth elsewhere in this Agreement, notice for purposes of this Agreement, except service of process, shall be given by the District to the City by delivery to the Public Works Director, 806 W. Main St., Monroe, WA 98272. Notice to the District for purposes of this Agreement, except service of process, shall be given to the Chair of the Board of Supervisors of the District and to the District Manager, 528 – 91<sup>st</sup> Ave. NE. Lake Stevens, WA 98258.

### B. Compliance with Laws

The District and the City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations applicable to the performance of this Agreement. The District and the City agree to comply with all the provisions of

the Americans with Disabilities Act and all regulations interpreting or enforcing such acts. Without prejudice to the forgoing, the District shall comply fully with all applicable laws, regulations and procedures governing the procurement of any services or labor utilized under this Agreement.

#### C. Indemnification

Each party agrees to protect, defend and hold harmless the other party, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the first party, its officials, employees and agents in performing this Agreement, except for those arising out of the negligence of the other party. In the event that a particular claim, demand or cause of action arises from joint negligence of both parties, the parties' respective liabilities shall be apportioned in accordance with the laws of the State of Washington.

The provisions of this Section X(C) shall survive the expiration or termination of this Agreement.

#### D. Insurance

The City and the District shall each obtain and maintain at all times hereunder (i) a commercial general liability insurance policy with a minimum policy limit of \$1,000,000 per occurrence and \$1,000,000 combined single limit per occurrence, (ii) a minimum umbrella coverage of \$3,000,000 each occurrence and \$5,000,000 annual aggregate, and (iii) errors and omissions coverage including employment practices liability \$1,000,000 per occurrence and \$1,000,000 annual aggregate. Each party's policy shall provide that such policy shall not be terminated or reduced without thirty (30) days prior notice to the other party. The City and the District will provide a certificate of insurance or other suitable information verifying said coverages and limits to the other party evidencing the aforementioned coverage. In the alternative either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in and coverage provided by a self-insurance or insurance pooling program pursuant to Chapter 48.62 RCW. In this regard, the parties understand that the party to this agreement who is a member of such program is not able to name the other party as an "additional insured" under its coverage provided by the self-insurance program.

#### E. Non-assignment

The District shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without prior express written approval by the City.

F. Independent Contractor

The District 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 District is not entitled to any benefits or rights enjoyed by employees of the City. The District specifically has the right to direct and control the District's own activities in implementing the scope of work in accordance with the terms of this Agreement. The City shall have the right to ensure performance.

G. Interlocal Cooperation Act

The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. Pursuant to RCW 39.34.040, the City's Public Works Director and the District's Manager shall serve as administrators of this Agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein. No partnership or joint venture between the parties is created by this Agreement.

XI. MISCELLANEOUS

- A. No obligation in this Agreement shall limit the District or the City in fulfilling its responsibilities otherwise defined by law.
- B The City shall cause this Agreement to be filed or listed pursuant to RCW-39.34.040.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

Accepted and executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF MONROE, WA:

SNOHOMISH CONSERVATION DISTRICT:

\_\_\_\_\_  
Geoffrey Thomas, Mayor

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

ATTEST:

\_\_\_\_\_  
Elizabeth M. Adkisson, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Zachary Lell, City Attorney

**APPENDIX 1-2019  
YOUTH EDUCATION**

The following tables outline the classes, eligible schools, and costs of providing SCD's Sound Education Program within the City of Monroe. As shown in Table A, the City's budget for youth education will not exceed two thousand dollars (\$2000). Snohomish Conservation District will contribute an additional thirty percent (30%), for a combined deliverable to teach fifteen (15) classes, and reach over four hundred (400) youth and teachers.

**Table A- Budget**

<b>Task</b>	<b>City of Monroe Cost</b>	<b>SCD Match</b>	<b>Task Total</b>
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**Table C- Eligible Schools within this Agreement**

\*SCD will continue to work with City and Curriculum staff to determine priorities

<b>School</b>	<b>Grade Band</b>
Frank Wagner	Elementary
Fryelands	Elementary
Salem Woods	Elementary
Chain Lake	Elementary
Maltby	Elementary
Park Place Middle School	Middle
Monroe Middle School	Middle
Hidden River	Middle
Monroe High School	High
Leaders in Learning	High
Sky Valley Adventist School	K-8
Sky Valley Education Center	K-12
Monroe Christian School	K-8
Monroe Montessori School	Elementary