

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

January 1, 2016 through December 31, 2020

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This Interlocal Agreement (hereinafter "Agreement") is entered into by and between the City of Edmonds (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 of Edmonds 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 District's boundaries include all of the City of Edmonds; and

WHEREAS, for over 70 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 of Edmonds financial resources; and

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

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

WHEREAS, the District and City of Edmonds 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 of Edmonds'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 of Edmonds to obtain grant funding and support the County and the City of Edmonds in addressing requirements of the National Pollutant Discharge Elimination System (NPDES), Endangered Species Act (ESA) listing of salmon species, and other natural resource protection requirements and needs;

NOW, THEREFORE, the District and City of Edmonds 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 of Edmonds 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 the date of January 1, 2016 and terminate December 31, 2020, unless otherwise modified or terminated in accordance with the terms of this Agreement.
- B. The activities described in the yearly Appendices that are performed after the execution date of this Agreement, shall be eligible for funding under this Agreement.

### 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 of Edmonds and the District.

### IV. RESPONSIBILITIES OF THE DISTRICT

#### A. Scope of Work

This Agreement shall be implemented through a scope of work. The City of Edmonds and the 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 of Edmonds and the District. The first annual scope of work and budget is set out in Appendix 1-2016, 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 budget will be attached to this Agreement labeled as Appendix 1-2017 (or subsequent year).

#### B. Future Scope of Work

On or before December 1 of each year, the District will submit to the City of Edmonds, 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 of Edmonds in the succeeding year. The scope of work will be coordinated with City of Edmonds conservation programs and activities. The District shall actively involve constituents and partners in the development of the proposed scope of work.

#### C. Program Reporting

With each quarterly invoice, the District shall prepare and submit to the City of Edmonds a quarterly report which shall summarize the work performed and expenditures incurred during the preceding months for funding provided by the City of Edmonds 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 OF EDMONDS

### A. Cooperation with the District

The City of Edmonds 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 of Edmonds shall provide payment within 30 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 of Edmonds 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 of Edmonds 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 the City of Edmonds or the State Auditor upon request.

#### VIII. AMENDMENTS AND MODIFICATIONS OF PROGRAM EXPENDITURES

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

The City of Edmonds, through the mayor or mayor's designee, 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 of Edmonds.

#### 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 of Edmonds by delivery to the Public Works Director, 121 5<sup>th</sup> Ave. N, Edmonds, WA 98020. 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 of Edmonds 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 of Edmonds agree to comply with all the provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such acts.

#### C. Indemnification

The District and the City of Edmonds agree to protect, defend and hold harmless each other, 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 other party, its officials, employees and agents in performing this Agreement except for those arising out of the sole negligence of the other party.

#### D. 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 of Edmonds.

#### E. 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 of Edmonds. The parties agree that the District is not entitled to any benefits or rights enjoyed by employees of the City of Edmonds. 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 of Edmonds shall only have the right to ensure performance.

#### F. Interlocal Cooperation Act

The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement.

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CITY OF EDMONDS, WASHINGTON,  
AND SNOHOMISH CONSERVATION DISTRICT

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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. TERMINATION

A. The City of Edmonds reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice.

B. In the event this Agreement is terminated or suspended, the District shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the District is unable to perform the services called for by this Agreement.

D. The District reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding services are not paid within thirty (30) days.

E. These provisions shall not prevent the City of Edmonds from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

#### XII. MISCELLANEOUS

A. No obligation in this Agreement shall limit the District or the City of Edmonds in fulfilling its responsibilities otherwise defined by law.

B. The City of Edmonds shall cause this Agreement to be recorded with the Snohomish County Auditor.

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

SNOHOMISH CONSERVATION DISTRICT

Accepted and executed this 15 day of December, 2015

By: Mark Craven  
Mark Craven, Chair  
Snohomish Conservation District

City of Edmonds

Accepted and executed this 11 day of January, 2016

By: David O. Earling  
David O. Earling, Mayor

2016  
DOE

ATTEST/AUTHENTICATE:

By: Scott Passey  
Scott Passey, City Clerk

APPROVED AS TO FORM:

By: Sharon Catta  
Office of the City Attorney

**Appendix 1- 2016**

<u>Task</u>	<u>Description</u>	<u>Estimated Cost</u>	<u>SCD Contributions</u>	<u>City's Cost</u>
Administration	Project Administration: Assist with reporting, billing, and general project management.	\$474	\$119	\$356
Youth Ed	Provide stormwater education classes to Edmonds School District, with SCD or SWM paying 25%, Edmonds 75%.	\$500		\$500
	Final designs 6 rain gardens with homeowner participation - including engineered designs, plant palettes and maintenance plans (with WSU Extension).	\$8,000		
Rain Garden Cluster	EarthCorp Crew installation (*not including: excavation for all (hand dig some), disposal of excavated soil, overflow connection, planting).	\$11,000	\$5,375	\$16,125
	Coordinate a community planting event and rain garden tour (with WSU Extension).	\$2,500		
Overhead	15% charged on top of staff time	\$3,371		\$3,371
Event Costs	Promotional material, refreshments, misc. materials	\$1,500	\$375	\$1,125
Rain Garden Materials (for 6 rain gardens)	Bioretention soil, mulch, riprap, piping	\$2,476	\$619	\$1,857
	zone 1 plants	\$1,000	\$250	\$750
	Interpretive signs for 6 rain gardens	\$2,400	\$600	\$1,800
Travel	Mileage for planning and coordination meetings and workshops	\$378	\$95	\$284
<b>Total Estimated Costs</b>		<b>\$33,599</b>	<b>\$7,432</b>	<b>\$26,167</b>