

**INTERLOCAL AGREEMENT FOR NATURAL YARD CARE PUBLIC OUTREACH  
AND EVALUATION PROGRAM**

This INTERLOCAL AGREEMENT FOR NATURAL YARD CARE PUBLIC OUTREACH AND EVALUATION PROGRAM (this "Agreement") is made and entered into as of this 10<sup>th</sup> day of June, 2014, by and among SNOHOMISH COUNTY, a political subdivision of the State of Washington ("Snohomish County"), the CITY OF ARLINGTON, a Washington municipal corporation ("Arlington"), the CITY OF MARYSVILLE, a Washington municipal corporation ("Marysville"), the CITY OF GRANITE FALLS, a Washington municipal corporation ("Granite Falls"), the CITY OF MOUNTLAKE TERRACE, a Washington municipal corporation ("Mountlake Terrace"), the CITY OF EVERETT, a Washington municipal corporation ("Everett"), the CITY OF MILL CREEK, a Washington municipal corporation ("Mill Creek"), the CITY OF BOTHELL, a Washington municipal corporation ("Bothell"), the CITY OF MONROE, a Washington municipal corporation ("Monroe"), the CITY OF SNOHOMISH, a Washington municipal corporation ("Snohomish"), the CITY OF MUKILTEO, a Washington municipal corporation ("Mukilteo"), the CITY OF EDMONDS, a Washington municipal corporation ("Edmonds"), the CITY OF LYNNWOOD, a Washington municipal corporation ("Lynnwood"), the CITY OF BRIER, a Washington municipal corporation ("Brier"), the CITY OF OLYMPIA, a Washington municipal corporation ("Olympia"), the CITY OF TUMWATER, a Washington municipal corporation ("Tumwater"), and THURSTON COUNTY, a political subdivision of the State of Washington ("Thurston County," and, together with Arlington, Marysville, Granite Falls, Mountlake Terrace, Everett, Mill Creek, Bothell, Monroe, Snohomish, Mukilteo, Edmonds, Lynnwood, Brier, Olympia and Tumwater, the "Participating Entities").

**RECITALS**

A. Snohomish County is a Permittee under the Phase I Municipal Stormwater Permit (the "Phase I Permit") issued by the Washington State Department of Ecology ("Ecology") pursuant to the National Pollutant Discharge Elimination System ("NPDES") permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the "CWA"), and Washington's Water Pollution Control Law, chapter 90.48 RCW (the "WPCL").

B. Each of the Participating Entities is a Permittee under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II Permit") issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL.

C. In this Agreement, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits."

D. Among other things, the NPDES Permits require Snohomish County and the Participating Entities to engage in public outreach and educational activities related to water pollution prevention strategies and practices.

E. Snohomish County and Ecology have entered into that certain “2013-15 Biennial Municipal Stormwater Grants of Regional or Statewide Significance Funding Agreement Between the State of Washington Department of Ecology and Snohomish County”, having an effective date of October 31, 2013, and an Ecology Grant Number of G1400481 (the “Grant Document”). A true and correct copy of the Grant Document is attached to this Agreement as Exhibit A.

F. Pursuant to the Grant Document, Ecology will provide Snohomish County with grant funds in the amount of Two Hundred Fifty-Six Thousand Three-Hundred and No/100 Dollars (\$256,300.00) (the “Grant Funds”) to enable Snohomish County and the Participating Entities to implement certain public outreach and educational programs regarding natural yard care best management practices, as more fully described in the Grant Document (the “Natural Yard Care Public Outreach and Evaluation Program”).

G. The objectives of the Natural Yard Care Public Outreach and Evaluation Program are (i) to improve water quality within the region by educating the public regarding best management practices for residential yard care (the “Educational Programs”), and (ii) to measure the understanding and adoption of the targeted behaviors and evaluate the effectiveness of the parties’ respective Educational Programs in achieving desired behavior changes (the “Effectiveness Assessment”).

H. As more fully described in the Grant Document and in Section 4 of this Agreement, Snohomish County and one group of the Participating Entities shall implement one style of Educational Program (the “Classroom Lecture Educational Program” described in Task 3 of the Grant Document), while a different group of the Participating Entities shall implement a different style of Educational Program (the “Backyard Demonstration Educational Program” described in Task 4 of the Grant Document).

I. As described in Task 2 of the Grant Document, Snohomish County shall engage an evaluation consultant to perform an Effectiveness Assessment comparing the efficacy of the two different styles of Educational Program. The parties anticipate that the Effectiveness Assessment will involve four distinct phases, as more fully described in Section 5 below. Phase 1 and Phase 2 of the Effectiveness Assessment will be performed prior to, during and/or immediately at the conclusion of the Educational Programs. Phase 3 and Phase 4 of the Effectiveness Assessment will be performed approximately six (6) to eight (8) months after the Educational Programs have concluded. Upon completion of the Effectiveness Assessment, the data and final report shall be provided to all parties.

J. The Grant Funds shall be used to design and implement the Educational Programs, as well as to fund Phase 1 and Phase 2 of the Effectiveness Assessment. While no matching funds are required by the Grant Document, Snohomish County and the Participating Entities are required by the Grant Document to fund 100% of Phase 3 and Phase 4 of the Effectiveness Assessment (the “Post-Grant Contributions”). Phase 3 and Phase 4 of the Effectiveness Assessment shall be paid for by Snohomish County and the Participating Entities, according to their respective shares of said cost, as more fully described in Section 5.3(b) below.

K. Olympia is participating in this Agreement under different financial terms than are the other Participating Entities. While Olympia will use monies from the Grant Funds to fund a specific portion of its Educational Program, Olympia will fund the majority of its Educational Program as well as its Post-Grant Contribution with grant funds Olympia has obtained separately from Ecology pursuant to the National Estuary Program, Grant Agreement Number G1400448, having an effective date of December 16, 2013 (the "NEP Grant").

L. Snohomish County and the Participating Entities now desire to enter into this Agreement to implement and achieve the objectives of the Natural Yard Care Public Outreach and Evaluation Program, and thereby fulfill a part of their respective obligations under the NPDES Permits, all as more fully described by, and pursuant to the terms and conditions contained in, this Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Snohomish County and the Participating Entities agree as follows:

### **1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT**

#### **1.1 Purpose of Agreement**

This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, which allows local governments to cooperate with one another to make more efficient and effective use of their resources. The purpose and intent of this Agreement is for the parties to use the Grant Funds, Olympia's NEP Grant funds, and the Post-Grant Contributions to implement and achieve the objectives of the Natural Yard Care Public Outreach and Evaluation Program, and thereby fulfill a part of their respective obligations under the NPDES Permits. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by any party in connection with the performance of this Agreement will remain the sole property of such party, and none of the other parties shall have any interest therein.

#### **1.2 Administrators**

Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

Snohomish County's Initial Administrator:

ATTN: Suzi Wong Swint  
Snohomish County  
Department of Public Works  
Surface Water Management Div.  
3000 Rockefeller Avenue M/S 607  
Everett, Washington 98201  
Telephone: (425) 388-6476  
Email: sswswint@snoco.org

Arlington's Initial Administrator:

ATTN: Bill Blake  
City of Arlington  
238 N Olympic Ave  
Arlington, WA 98223

Telephone: (360) 403-3440  
Email: bblake@arlingtonwa.gov

Marysville's Initial Administrator:

ATTN: Kari Chennault  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

Telephone: (360) 363-8277  
Email: kchennault@marysvillewa.gov

Granite Falls's Initial Administrator:

ATTN: Brent Kirk  
City of Granite Falls  
206 S Granite Avenue  
PO Box 1440  
Granite Falls, WA 98252  
Telephone: (360) 691-6441  
Email: brent.kirk@ci.granite-falls.wa.us

Mountlake Terrace's Initial Administrator:

ATTN: Mike Shaw  
City of Mountlake Terrace  
6100 219th Street SW, Suite 200  
Mountlake Terrace, WA 98043  
Telephone: (425) 670-8264  
Email: mshaw@ci.mlt.wa.us

Everett's Initial Administrator:

ATTN: Apryl Hynes  
City of Everett  
3200 Cedar St  
Everett, WA 98201  
Telephone: (425) 257-8992  
Email: ahynes@ci.everett.wa.us

Mill Creek's Initial Administrator:

ATTN: Marci Chew  
City of Mill Creek  
15728 Main Street  
Mill Creek, WA 98012  
Telephone: (425) 921-5709  
Email: marci@cityofmillcreek.com

Bothell's Initial Administrator:

ATTN: Janet Geer  
City of Bothell  
9654 NE 182nd St  
Bothell, WA 98011  
Telephone: (425) 486-3256 x 4416  
Email: janet.geer@ci.bothell.wa.us

Monroe's Initial Administrator:

ATTN: Vince Bertrand  
City of Monroe  
806 W Main St  
Monroe, WA 98272  
Telephone: (360) 863-4552  
Email: vbertrand@monroewa.gov

Snohomish's Initial Administrator:

ATTN: Max Selin  
City of Snohomish  
116 Union Avenue  
Snohomish, WA 98290  
Telephone: (360) 568-3115 x 196  
Email: selin@ci.snohomish.wa.us

Mukilteo's Initial Administrator:

ATTN: Challis Stringer  
City of Mukilteo  
11930 Cyrus Way  
Mukilteo, WA 98275  
Telephone: (425) 263-8081  
Email: challis.stringer@ci.mukilteo.wa.us

Edmonds's Initial Administrator:

ATTN: Mike Cawrse  
City of Edmonds  
121 5th Ave N  
Edmonds, WA 98020  
Telephone: (425) 771-0220 x1322  
Email: michael.cawrse@edmondswa.gov

Lynnwood's Initial Administrator:

ATTN: Leah Grassl  
City of Lynnwood  
19100 44th Ave W  
PO Box 5008  
Lynnwood, WA 98046  
Telephone: (425) 670-5217  
Email: lgrassl@ci.lynnwood.wa.us

Brier's Initial Administrator:

ATTN: Nicole Gaudette  
City of Brier  
2901 228th St SW  
Brier, WA 98036  
Telephone: (425) 775-5440  
Email: ngaudette@ci.brier.wa.us

Olympia's Initial Administrator:

ATTN: Patricia Pyle  
City of Olympia  
924 7th Ave SE, Suite A  
PO Box 1967  
Telephone: (360) 570-5841  
Email: ppyle@ci.olympia.wa.us

Tumwater's Initial Administrator:

ATTN: Debbie Smith  
City of Tumwater  
555 Israel Rd SW  
Tumwater, WA 98501  
Telephone: (360) 754-4140  
Email: dmsmith@ci.tumwater.wa.us

Thurston County's Initial Administrator:

ATTN: Chris Maun  
Thurston County  
929 Lakeridge Dr SW  
Bldg. 4 – Rm. 1  
Olympia, WA 98502  
Telephone: (360) 754-3355 x 6377  
Email: maunc@co.thurston.wa.us

Any party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties.

**1.3 Condition Precedent to Effectiveness**

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been (i) duly executed by Snohomish County and those Participating Entities that elect to participate in this Agreement pursuant to Section 11 below, and (ii) either filed with the Snohomish County Auditor or posted on Snohomish County's Interlocal Agreements website.

**2. TERM**

The parties intend that this Agreement shall have retroactive effect. The term of this Agreement (the "Term"), shall be deemed to have commenced on January 1, 2014 (the "Commencement Date"), and shall continue through February 29, 2016 (the "Expiration Date"). Notwithstanding anything to the contrary contained elsewhere in this Agreement, however, each party's obligations after December 31, 2014, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with each respective entity's charter, codes, and applicable law.

**3. COORDINATION OBLIGATIONS OF SNOHOMISH COUNTY**

As required by Task 1 of the Grant Document, Snohomish County shall administer, manage and coordinate all aspects of the Natural Yard Care Public Outreach and Evaluation Program, including but not limited to performing the following types of activities: (i) maintaining financial records for the Natural Yard Care Public Outreach and Evaluation Program; (ii) submitting reimbursement requests to Ecology; (iii) submitting progress reports to Ecology; (iv) distributing to the Participating Entities their respective shares of reimbursement funds received from Ecology pursuant to the Grant Document; (v) using good-faith efforts to establish and maintain open lines of communication with the Participating Entities regarding the implementation of the Natural Yard Care Public Outreach and Evaluation Program; and (vi) performing such other project management activities as may be reasonably necessary or convenient to facilitate the success of the Natural Yard Care Public Outreach and Evaluation Program and further the goals of the Grant Document.

## **4. EDUCATIONAL PROGRAMS**

### **4.1 General Provisions**

Substantially in accordance with Tasks 3 and 4 of the Grant Document, Snohomish County and the Participating Entities shall develop and implement their respective Educational Programs, as described more fully in Sections 4.2 and 4.3 below. The parties may, but need not, elect to collaborate and/or coordinate regarding various elements of their respective Educational Programs. In order to be eligible for receipt of Grant Funds under this Agreement, the Educational Programs shall, at a minimum, involve the work described in Tasks 3 and 4 of the Grant Document, as applicable. As a part of the Educational Programs, Olympia intends to create certain instructional videos that demonstrate the yard care BMPs at issue (the "Instructional Videos"). Olympia shall make the Instructional Videos available for use by all of the parties to this Agreement. The parties intend that the Instructional Videos will be posted online where members of the public shall have free access to same. Olympia shall be reimbursed from the Grant Funds for all eligible costs and expenses in connection with creating the Instructional Videos, up to a maximum amount of Three Thousand Two Hundred and No/100 Dollars (\$3,200.00). Reimbursement from the Grant Funds shall be handled pursuant to the procedures described in Section 4.4 below.

### **4.2 Task 3 - Classroom Lecture Educational Program**

Snohomish County, Arlington, Marysville, Granite Falls, Everett, Mill Creek, Bothell, Monroe, Snohomish, Mukilteo, Edmonds, Lynnwood, Brier and Mountlake Terrace (together, the "Classroom Lecture Entities") shall develop and implement as their Educational Programs the Classroom Lecture Educational Program described as Task 3 of the Grant Document. The Classroom Lecture Entities shall collectively invite approximately fifty-one thousand four hundred thirty (51,430) total households to participate in the Classroom Lecture Educational Program. The distribution of the invitations among the Classroom Lecture Entities shall be as described on Exhibit B to this Agreement. However, if any one or more of the Classroom Lecture Entities listed on Exhibit B elects not to participate in this Agreement pursuant to Section 11 below, then the number of household invitations allocated to that jurisdiction by Exhibit B shall instead be allocated to unincorporated Snohomish County.

While each of the Classroom Lecture Entities shall invite households from within its respective jurisdictional boundaries to participate in the Classroom Lecture Educational Program, the Classroom Lecture Entities intend for Snohomish County to perform the principal work of designing and implementing the Classroom Lecture Educational Program. Snohomish County shall be responsible for designing the curriculum, creating educational materials, renting space, and incurring any and all other external costs and expenses associated with developing and presenting the Classroom Lecture Educational Program to the participating households. Snohomish County shall be reimbursed from the Grant Funds for all eligible costs Snohomish County incurs in connection with the Classroom Lecture Educational Program, up to a maximum reimbursement amount of Ninety Thousand and No/100 Dollars (\$90,000.00). The other Classroom Lecture Entities agree to reasonably

cooperate and coordinate with Snohomish County in creating and implementing the Classroom Lecture Educational Program, which cooperation may include the contribution of minor amounts of in-kind resources such as staff time. Such in-kind resources shall not be eligible for reimbursement, but shall instead be borne by the contributing entit(y/ies).

#### **4.3 Task 4 - Backyard Demonstration Educational Program**

Olympia, Tumwater and Thurston County (together, the “Backyard Demonstration Entities”) shall develop and implement as their Educational Programs the Backyard Demonstration Educational Program described as Task 4 of the Grant Document. The Backyard Demonstration Educational Program shall be presented to approximately Three Hundred Ninety-Five (395) households. The distribution of households among the Backyard Demonstration Entities shall be as described on Exhibit C to this Agreement.

The Backyard Demonstration Entities shall divide the work of developing, creating and presenting the Backyard Demonstration Educational Program among themselves as they see fit. Except for the costs of creating the Instructional Videos described in Section 4.1 above, Olympia shall bear all of its own costs incurred in connection with the Backyard Demonstration Educational Program, using funds from its NEP Grant. Tumwater shall be reimbursed from the Grant Funds for all eligible costs Tumwater incurs in connection with the Backyard Demonstration Educational Program, up to a maximum reimbursement amount of Eighteen Thousand Six Hundred Seventy-Eight and No/100 Dollars (\$18,678.00). Thurston County shall be reimbursed from the Grant Funds for all eligible costs Thurston County incurs in connection with the Backyard Demonstration Educational Program, up to a maximum reimbursement amount of Fifty-Two Thousand Nine Hundred Twenty-Two and No/100 Dollars (\$52,922.00). Reimbursement from the Grant Funds shall be handled pursuant to the procedures described in Section 4.4 below.

#### **4.4 Reimbursement Procedures**

Snohomish County shall be responsible for requesting from Ecology reimbursement from the Grant Funds of all eligible costs associated with the Educational Programs. Each party to this Agreement shall keep accurate records of the reimbursable costs it incurs (if any) in developing and implementing its Educational Program. At least quarterly, but no more frequently than monthly, during the Term, each of the Participating Entities shall submit to Snohomish County a request for reimbursement for the reasonable costs it has actually incurred in connection with its Educational Program during the preceding quarter or calendar month, as applicable. Each such request shall be in a format acceptable to Ecology and shall include adequate documentation of the expenses listed, as may be required by Ecology and the Grant Document. Should Snohomish County request additional information regarding any of the expenses listed, the Participating Entity shall promptly provide same. Snohomish County shall submit requests for reimbursement to Ecology as and when provided in the Grant Document. Once Snohomish County has received Grant Funds from Ecology, Snohomish County shall promptly disburse same to the appropriate parties.

## **5. EFFECTIVENESS ASSESSMENT**

### **5.1 Performance of Effectiveness Assessment**

Substantially in accordance with Task 2 of the Grant Document, Snohomish County shall, by separate agreement, engage a qualified consultant (the "Consultant") to perform the Effectiveness Assessment. As stated in Recital I, the parties anticipate there will be four distinct phases of the Effectiveness Assessment. Phase 1 of the Effectiveness Assessment shall occur prior to the Educational Programs and may involve gathering baseline data from relevant reference groups and/or pre-workshop data from the persons who will participate in the Educational Programs. Phase 2 of the Effectiveness Assessment will occur contemporaneously with and/or immediately upon the conclusion of the Educational Programs and may involve gathering data from the participants in the Educational Programs. Phase 3 of the Effectiveness Assessment will occur approximately six (6) months after the conclusion of the Educational Programs and may involve gathering baseline data from relevant reference groups and/or post-workshop data from the persons who participated in the Educational Programs. Phase 4 of the Effectiveness Assessment will occur as soon as all relevant data has been collected and may involve performing empirical and/or statistical analysis of said data and creating the final report. Each party to this Agreement agrees to cooperate with the Consultant to provide all information and data reasonably requested by the Consultant in connection with all phases of the Effectiveness Assessment. The parties anticipate the Consultant will deliver the final Effectiveness Assessment to Snohomish County within eight (8) months after the last Educational Program has concluded. Promptly after receiving the Effectiveness Assessment, Snohomish County shall provide copies of same to each of the Participating Entities.

### **5.2 Funding for Phase 1 and Phase 2 of the Effectiveness Assessment**

The Consultant shall bill Snohomish County directly for performing Phase 1 and Phase 2 of the Effectiveness Assessment, pursuant to Snohomish County's separate agreement with the Consultant. Snohomish County shall pay the Consultant's invoices as and when the same become due and owing. Snohomish County shall be reimbursed from the Grant Funds for all eligible costs Snohomish County incurs in connection with Phase 1 and Phase 2 of the Effectiveness Assessment, up to the maximum amount allowed by the Grant Document. Should any party incur costs other than the Consultant fees in connection with Phase 1 and Phase 2 of the Effectiveness Assessment, such party shall bear said costs itself.

### **5.3 Funding For Phase 3 and Phase 4 of the Effectiveness Assessment**

No Grant Funds are available to fund any portion of the costs of Phase 3 or Phase 4 of the Effectiveness Assessment. Instead, all costs of Phase 3 and Phase 4 of the Effectiveness Assessment shall be paid for by Snohomish County and the Participating Entities according to their respective shares of said costs, as described in this Section 5.3. The Consultant shall bill Snohomish County directly for performing Phase 3 and Phase 4 of the Effectiveness Assessment, pursuant to Snohomish County's separate agreement with the Consultant. Snohomish County shall pay the Consultant's invoices as and when the same become due

and owing. With respect to each invoice from the Consultant, Snohomish County shall determine the share of the Consultant's invoice that is allocable to each Participating Entity pursuant to the methodology described in sub-sections (a) and (b) below. Snohomish County shall invoice each Participating Entity for the appropriate amount, which invoice shall include adequate documentation of the expenses incurred. Within sixty (60) days of receiving an invoice from Snohomish County pursuant to this Section 5.3, each Participating Entity shall remit to Snohomish County the amount requested. Should any party incur costs other than the Consultant fees in connection with Phase 3 and Phase 4 of the Effectiveness Assessment, such party shall bear said costs itself.

**(a) Amounts Allocable to Classroom Lecture Entities**

The Classroom Lecture Entities shall be collectively responsible for forty-six and twenty-two hundredths percent (46.22%) of the total costs of the Phase 3 and Phase 4 of the Effectiveness Assessment, subject to a maximum total aggregated amount of Fifty Thousand Twenty-Five and No/100 Dollars (\$50,025.00). Each of the Classroom Lecture Entities shall be responsible for its own proportionate share of such costs. Each party's proportionate share shall be determined by multiplying the total costs at issue by a fraction, the numerator of which is the number of households within that party's jurisdictional borders that were invited to participate in the Classroom Lecture Educational Program, and the denominator of which is equal to the total number of households invited to participate in the Classroom Lecture Educational Program. For ease of reference, a chart showing each jurisdiction's proportionate share and the maximum cost that could be allocated to each of the individual Classroom Lecture Entities is set forth in Exhibit B to this Agreement.

**(b) Amounts Allocable to Backyard Demonstration Entities**

The Backyard Demonstration Entities shall be collectively responsible for fifty-three and seventy-eight hundredths percent (53.78%) of the total costs of the Phase 3 and Phase 4 of the Effectiveness Assessment, subject to a maximum total aggregated amount of Fifty-Eight Thousand Two Hundred and No/100 Dollars (\$58,200.00). As among the Backyard Demonstration Entities, the costs of Phase 3 and Phase 4 of the Effectiveness Assessment shall be divided as described in this Section 5.3(b). Because Olympia's participation in this Agreement is being funded by Olympia's NEP Grant, Olympia has agreed to bear seventy-two and seventeen hundredths percent (72.17%) of the costs attributable to the Backyard Demonstration Entities. The remaining twenty-seven and eighty-three hundredths percent (27.83%) of the Phase 3 and Phase 4 Effectiveness Assessment costs that are allocable to the Backyard Demonstration Entities shall be divided among the remaining Backyard Demonstration Entities in the following proportions: (i) Tumwater shall be responsible for seven and twenty-six hundredths percent (7.26%) of such costs; and (ii) Thurston County shall be responsible for twenty and fifty-seven hundredths percent (20.57%) of such costs. For ease of reference, a chart showing the Backyard Demonstration Entities respective shares and maximum costs for the Phase 3 and Phase 4 Effectiveness Assessment is set forth in Exhibit C to this Agreement.

## **6. COVENANT TO COOPERATE**

Snohomish County and each of the Participating Entities hereby covenants to the other parties to this Agreement that it shall use good-faith efforts to cooperate with the other parties in implementing the intent and furthering the goals of this Agreement.

## **7. COMPLIANCE WITH LAWS**

The County and the Participating Entities shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

## **8. INDEMNIFICATION**

Each party to this Agreement shall indemnify, defend and hold every other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other parties may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or Default (as such term is defined in Section 9.1 below) of the indemnifying party under this Agreement. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

## **9. DEFAULT AND REMEDIES**

### **9.1 Default**

If any party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party or parties to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

### **9.2 Remedies; Attorneys' Fees**

In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 9.1 above, the party or parties to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or in equity. In any action between any of the parties hereto seeking the enforcement of any of the terms or provisions of this Agreement, the prevailing party or parties in such action shall be awarded, in addition to damages, injunctive or other relief, their reasonable costs and expenses, including, without limitation, reasonable attorneys' fees.

## **10. NOTICES**

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to another party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, (iii) by personal delivery, or (iv) by facsimile (with proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

## **11. PARTIES**

The parties anticipate that certain Participating Entities listed in the preamble to this Agreement may decide not to enter into this Agreement. In anticipation of that potential eventuality, the parties agree that the parties to this Agreement shall be Snohomish County and those Participating Entities that execute this Agreement before 5:00 p.m. on August 1, 2014. The failure of any Participating Entity named in the preamble to this Agreement to execute this Agreement before 5:00 p.m. on August 1, 2014, shall have no effect on the binding nature of this Agreement as among those parties who do execute this agreement before 5:00 p.m. on August 1, 2014.

## **12. MISCELLANEOUS**

### **12.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

### **12.2 Governing Law and Venue**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

### **12.3 Interpretation**

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for

convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

#### **12.4 Severability**

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

#### **12.5 No Waiver**

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

#### **12.6 Assignment**

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

#### **12.7 Warranty of Authority**

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

#### **12.8 No Joint Venture**

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

#### **12.9 Exhibits**

The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

- EXHIBIT A - Grant Document
- EXHIBIT B - Classroom Lecture Educational Program
- EXHIBIT C - Backyard Demonstration Educational Program



**12.10 Execution in Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

*[The remainder of this page is intentionally left blank.]*

APPROVED AS TO FORM

  
JAMES D. ILES, City Attorney



IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**SNOHOMISH COUNTY:**

**ARLINGTON:**

Snohomish County, a political subdivision of the State of Washington

The City of Arlington, a Washington municipal corporation

By John F. Oviatt  
Name: John F. Oviatt  
Title: Executive

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

Brent April 22, 2014  
Deputy Prosecuting Attorney

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**MARYSVILLE:**

**GRANITE FALLS:**

The City of Marysville, a Washington municipal corporation

The City of Granite Falls, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*

|                  |               |
|------------------|---------------|
| COUNCIL USE ONLY |               |
| Approved:        | <u>6-4-14</u> |
| Docfile:         | <u>D-1</u>    |

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**SNOHOMISH COUNTY:**

**ARLINGTON:**

Snohomish County, a political subdivision of the State of Washington

The City of Arlington, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By Barbara Tolbert  
Name: BARBARA TOLBERT  
Title: MAYOR

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

[Signature]  
City Attorney

**MARYSVILLE:**

**GRANITE FALLS:**

The City of Marysville, a Washington municipal corporation

The City of Granite Falls, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*

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The City of Arlington, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

**MARYSVILLE:**

**GRANITE FALLS:**

The City of Marysville, a Washington municipal corporation

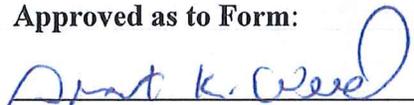
The City of Granite Falls, a Washington municipal corporation

By   
Name: Jon Nehrke  
Title: Mayor

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

**Approved as to Form:**

  
City Attorney

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*

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**SNOHOMISH COUNTY:**

**ARLINGTON:**

Snohomish County, a political subdivision of the State of Washington

The City of Arlington, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

**MARYSVILLE:**

**GRANITE FALLS:**

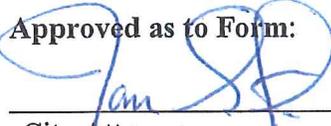
The City of Marysville, a Washington municipal corporation

The City of Granite Falls, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By  \_\_\_\_\_  
Name: Joshua Cristof  
Title: Mayor

**Approved as to Form:**

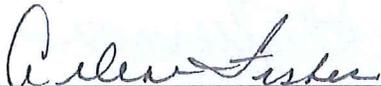
**Approved as to Form:**  
 \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

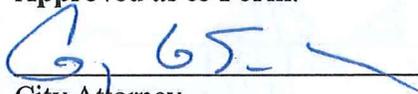
*[Additional signatures on following page.]*

**MOUNTLAKE TERRACE:**

The City of Mountlake Terrace, a Washington municipal corporation

By   
Name: Arlene Fisher  
Title: City Manager

**Approved as to Form:**

  
City Attorney

**EVERETT:**

The City of Everett, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**MILL CREEK:**

The City of Mill Creek, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**BOTHELL:**

The City of Bothell, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*

**MOUNTLAKE TERRACE:**

The City of Mountlake Terrace, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**MILL CREEK:**

The City of Mill Creek, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**EVERETT:**

The City of Everett, a Washington municipal corporation

By Ray Stephanson  
Name: Ray Stephanson  
Title: Mayor

**Approved as to Form:**

James D. [Signature]  
City Attorney

**ATTEST:**  
[Signature]  
City Clerk

**BOTHELL:**

The City of Bothell, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*

**MOUNTLAKE TERRACE:**

The City of Mountlake Terrace, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**MILL CREEK:**

The City of Mill Creek, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**EVERETT:**

The City of Everett, a Washington municipal corporation

By Ray Stephanson  
Name: Ray Stephanson  
Title: Mayor

**Approved as to Form:**

James D. Skas  
City Attorney **ATTEST:**  
Sharon Jull  
City Clerk

**BOTHELL:**

The City of Bothell, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*



**MOUNTLAKE TERRACE:**

The City of Mountlake Terrace, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**EVERETT:**

The City of Everett, a Washington municipal corporation

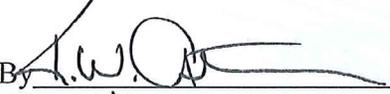
By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**MILL CREEK:**

The City of Mill Creek, a Washington municipal corporation

By  \_\_\_\_\_  
Name: KENNETH W. ARMSTRONG  
Title: CITY MANAGER

**Approved as to Form:**

  
\_\_\_\_\_  
City Attorney

**BOTHELL:**

The City of Bothell, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*

**MOUNTLAKE TERRACE:**

The City of Mountlake Terrace, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**MILL CREEK:**

The City of Mill Creek, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**EVERETT:**

The City of Everett, a Washington municipal corporation

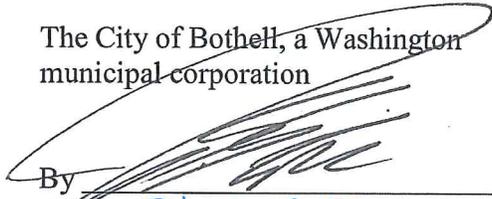
By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

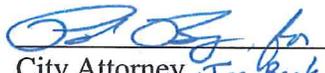
\_\_\_\_\_  
City Attorney

**BOTHELL:**

The City of Bothell, a Washington municipal corporation

By  \_\_\_\_\_  
Name: Robert S. Stowe  
Title: City Manager

**Approved as to Form:**

 \_\_\_\_\_  
City Attorney Joe Beck

*[Additional signatures on following page.]*

**MONROE:**

The City of Monroe, a Washington  
municipal corporation

By   
Name: Kurt Goering  
Title: Mayor Pro-Tem

**Approved as to Form:**

  
City Attorney

**SNOHOMISH:**

The City of Snohomish, a Washington  
municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**MUKILTEO:**

The City of Mukilteo, a Washington  
municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**EDMONDS:**

The City of Edmonds, a Washington  
municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*

**MONROE:**

The City of Monroe, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**MUKILTEO:**

The City of Mukilteo, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**SNOHOMISH:**

The City of Snohomish, a Washington municipal corporation

By [Signature]  
Name: Clayton Bowman  
Title: City Manager

**Approved as to Form:**

[Signature]  
City Attorney

**EDMONDS:**

The City of Edmonds, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*

**MONROE:**

The City of Monroe, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**SNOHOMISH:**

The City of Snohomish, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**MUKILTEO:**

The City of Mukilteo, a Washington municipal corporation

By Jennifer Gregerson  
Name: Jennifer Gregerson  
Title: Mayor

**Approved as to Form:**

[Signature]  
City Attorney

**EDMONDS:**

The City of Edmonds, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*

**MONROE:**

The City of Monroe, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**SNOHOMISH:**

The City of Snohomish, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**MUKILTEO:**

The City of Mukilteo, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**EDMONDS:**

The City of Edmonds, a Washington municipal corporation

By Alain P. D. Carlini  
Name: \_\_\_\_\_  
Title: Mayor

**Approved as to Form:**

Sharon Cates  
City Attorney

*[Additional signatures on following page.]*

**LYNNWOOD:**

The City of Lynnwood, a Washington municipal corporation

By NSM  
Name: Nicola Smith  
Title: Mayor

Approved as to Form:

Henry Lorn  
City Attorney

**BRIER:**

The City of Brier, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**OLYMPIA:**

The City of Olympia, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**TUMWATER:**

The City of Tumwater, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*

**LYNNWOOD:**

The City of Lynnwood, a Washington  
municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**OLYMPIA:**

The City of Olympia, a Washington  
municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**BRIER:**

The City of Brier, a Washington  
municipal corporation

By Bob Colinas  
Name: Bob Colinas  
Title: Mayor

**Approved as to Form:**

Bob Kasegama  
City Attorney

**TUMWATER:**

The City of Tumwater, a Washington  
municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*

**LYNNWOOD:**

The City of Lynnwood, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**BRIER:**

The City of Brier, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

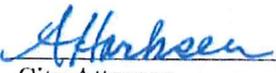
\_\_\_\_\_  
City Attorney

**OLYMPIA:**

The City of Olympia, a Washington municipal corporation

By   
Name: Stephen H. Buxbaum  
Title: MAYOR

**Approved as to Form:**

  
City Attorney  
**(ACA)**

**TUMWATER:**

The City of Tumwater, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

*[Additional signatures on following page.]*

**LYNNWOOD:**

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By \_\_\_\_\_  
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Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

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The City of Olympia, a Washington municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**TUMWATER:**

The City of Tumwater, a Washington municipal corporation

By Pete Kmet  
Name: PETE KMET  
Title: MAYOR

**Approved as to Form:**

[Signature]  
City Attorney

*[Additional signatures on following page.]*

**EXHIBIT A**  
**Grant Document**

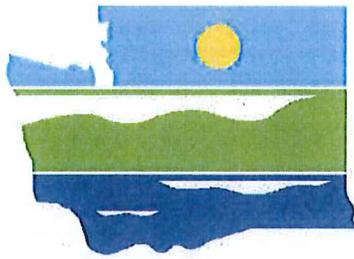
*[See Attached.]*

Interlocal Agreement for Natural Lawn Care Public Outreach and Evaluation Program, is made and entered into as of this 2nd day of April, 2014 by and among Snohomish County, a political subdivision of the State of Washington and Thurston County, a political subdivision of the State of Washington.

APPROVED AS TO FORM:  
Jon Tunheim  
PROSECUTING ATTORNEY

By:   
\_\_\_\_\_  
Scott Cushing  
Deputy Prosecuting Attorney

  
\_\_\_\_\_  
Scott Clark, Director  
Dept. of Resource Stewardship



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**2013-15 BIENNIAL MUNICIPAL STORMWATER  
GRANTS OF REGIONAL OR STATEWIDE SIGNIFICANCE**

**FUNDING AGREEMENT  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
SNOHOMISH COUNTY**

**GRANT AGREEMENT NUMBER  
G1400481**

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**2013-15 BIENNIAL MUNICIPAL STORMWATER  
GRANTS OF REGIONAL OR STATEWIDE SIGNIFICANCE  
Funding Agreement  
Between  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
SNOHOMISH COUNTY**

THIS is a binding agreement between the state of Washington Department of Ecology (DEPARTMENT) and the Snohomish County (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

**PART I. GENERAL INFORMATION**

|                                |  |
|--------------------------------|--|
| Project Title:                 | Natural Yard Care – Comparison & Evaluation of Regional Programs |
| Grant Number:                  | G1400481   |
| State Fiscal Year:             | FY 2014  |
| Total Project Cost:            | \$256,300  |
| Total Eligible Cost:           | \$256,300  |
| DEPARTMENT Share:              | \$256,300  |
| RECIPIENT Share:               | \$0  |
| DEPARTMENT Maximum Percentage: | 100 %  |

**RECIPIENT Information**

|                             |  |
|-----------------------------|--|
| RECIPIENT Name:             | Snohomish County   |
| Mailing Address:            | 3000 Rockefeller Ave MS 607<br>Everett, WA 98201-4044                            |
| Fax Number:                 | 425-388-6455   |
| Federal Taxpayer ID Number: | 91-6001368   |
| PROJECT Manager:            | Suzi Wong Swint  |
| Email Address:              | <a href="mailto:swwint@snoco.org">swwint@snoco.org</a>                           |
| Phone Number:               | 425-388-6476   |
| PROJECT Financial Officer:  | Evelyn Fotheringill  |
| Email Address:              | <a href="mailto:evelyn.fotheringill@snoco.org">evelyn.fotheringill@snoco.org</a> |
| Phone Number:               | 425-388-6675   |

**DEPARTMENT Contact Information**

Project Manager:

Anne Dettelbach

Email Address:

[anne.dettelbach@ecy.wa.gov](mailto:anne.dettelbach@ecy.wa.gov)

Phone Number:

425-649-7093

Address:

**Northwest**

WA State Department of Ecology  
Northwest Regional Office  
3190 160<sup>th</sup> Ave SE  
Bellevue, WA 98008-5452  
Fax (425) 649-7098

**Central**

WA State Department of Ecology  
Central Regional Office  
15 West Yakima Ave, Suite 200  
Yakima, WA 98902-3452  
Fax (509) 575-2809

**Southwest**

WA State Department of Ecology  
Southwest Regional Office  
P.O. Box 47775  
Olympia, WA 98504-7775  
Fax (360) 407-6305

**Eastern**

WA State Department of Ecology  
Eastern Regional Office  
N. 4601 Monroe  
Spokane, WA 99205-1295  
Fax (509) 329-3570

**Bellingham**

WA State Department of Ecology  
Bellingham Field Office  
1440 10th Street, Suite 102  
Bellingham, WA 98225  
Fax (360) 715-5225

**Headquarters**

WA State Department of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600  
Fax (360) 407-6426

Financial Manager:

Layne Slone

Email Address:

[layne.slone@ecy.wa.gov](mailto:layne.slone@ecy.wa.gov)

Phone Number:

360-407-6225

Fax Number:

360-407-7151

Address:

WA State Department of Ecology  
Water Quality Program, FMS  
P.O. Box 47600  
Olympia, WA 98504-7600

**CHECK ALL THAT APPLY:**

- 2013-15 Biennial Municipal Stormwater Grants of Regional or Statewide Significance (state funds):  Yes
- Amount: \$256,300, Funded with Local Toxics Control Account – State
- Increased Oversight?  Yes  No

The effective date of this agreement is the **October 31, 2013**.

This agreement expires: February 28, 2015.

Post Project Assessment date – three years after the expiration date of the agreement (see Post Project Assessment in Attachment I): February 28, 2016.

**PART II. PROJECT SUMMARY**

This project will address water quality for the state of Washington. The RECIPIENT will implement two distinctly different Natural Yard Care (NYC) program delivery strategies. The RECIPIENT will design and initiate statistically valid evaluation tools to reveal which program style and individual program elements yield the best rate of new behavior adoption and largest return on investment. The strategies to be tested are: 1) Classroom Lectures being presented in North Sound (greater Snohomish County) communities; and 2) Backyard Demonstrations being conducted in South Sound (Lacey, Tumwater, and Unincorporated Thurston County) neighborhoods, and advertised in Unincorporated Snohomish County neighborhoods. The project will target single family homeowners residing in urban and suburban areas.

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**PART III. PROJECT BUDGET**

| <b>Natural Yard Care – Comparison &amp; Evaluation of Regional Programs</b>     |                           |                                    |
|---|---------------------------|------------------------------------|
| <b>TASKS/ELEMENTS</b>   | <b>TOTAL PROJECT COST</b> | <b>**TOTAL ELIGIBLE COST (TEC)</b> |
| 1 - Project Administration/Management   | \$13,700                  | \$13,700                           |
| 2 - Evaluation  | \$77,800                  | \$77,800                           |
| 3 - North Sound Classroom Lectures  | \$90,000                  | \$90,000                           |
| 4 - Backyard Demonstrations   | \$74,800                  | \$74,800                           |
| Total   | \$256,300                 | \$256,300                          |
| <b>** The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.</b> |                           |                                    |
| <b>MATCHING REQUIREMENTS</b>  |                           |                                    |
| DEPARTMENT Share: maximum 100% of TEC   |                           | \$256,300                          |

**PART IV. PROJECT GOALS AND OUTCOMES**

A. Financial Assistance Water Quality Project Goals: The overall goals of this project are focused on the protection of Puget Sound and include one or more of the following:

- Assists a number of permittees in a region or statewide to implement permit requirements.
- Develops a product that is transferable regionally or statewide.
- Purchases equipment and/or personal services contracts that support activities for multiple permittees.
- Advances regional and statewide access to stormwater management technology or resources.

B. Water Quality and Environmental Outcomes: The following are the anticipated water quality and environmental improvements from the project.

1. Adoption of at least one Natural Yard Care (NYC) Best Management Practice (BMPs) to improve water quality by 50 percent of program participants.

2. Provide consistent yet customizable NYC BMP messaging for use across multiple jurisdictions.
- C. Performance Items and Deliverables: The following are the anticipated action items that will play an integral role in implementation of the project.
1. Establish collaborative, multi-jurisdictional partnerships in Snohomish and Thurston Counties to implement NYC programming.
  2. Provide classroom and/or field-based NYC programming to at least 500 Puget Sound residents.
  3. Develop a plan and tools for comparison and evaluation of the two distinctive programs being implemented.
  4. Disseminate project methodology, performance measurement tools and near-term findings using various means.

## **PART V. SCOPE OF WORK**

### **Task 1 - Project Administration/Management**

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and RECIPIENT closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating (including Engaged Partners Information Consortium (EPIC) meetings), and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

#### **Required Performance:**

1. Administer and manage the project and records.
2. Facilitate and coordinate at least six Engaged Partners Information Consortium (EPIC) meetings.
3. Submit all required requests for reimbursement and corresponding backup documentation, progress reports, 2-page Project Outcomes Summary, and RECIPIENT Final Report and performance items, in a timely manner.

## **Task 2 – Evaluation**

- A. The RECIPIENT will be responsible for developing a two-year program evaluation plan; gathering a baseline from the North and South Puget Sound target areas; and gathering pre- and post-workshop survey data from participants.
- B. The RECIPIENT will prepare a final project report, which describes the project design and process (including neighborhood targeting and materials development, and evaluation tools developed to support the project).
- C. The RECIPIENT will present information about the project design and process and evaluation approach at the November 2014 Annual STORM Symposium.

### **Required Performance:**

- 1. Develop the project evaluation plan.
- 2. Distribute pre- and immediate post-workshop participant surveys and collect raw data.
- 3. Draft final report to the DEPARTMENT for review and comments by January 31, 2015.
- 4. Provide final report and design information to the DEPARTMENT by February 28, 2015.
- 5. Provide and present project design information at the November 2014 Annual STORM Symposium.

## **Task 3 – North Sound Classroom Lectures**

- A. The RECIPIENT will be responsible for coordinating the lectures; gathering participants (send invitations to a minimum of 50,000 households); and providing participant lecture materials at seven locations around urban/suburban Snohomish County by October 31, 2014.
- B. The RECIPIENT will create a classroom lectures summary report.

### **Required Performance:**

- 1. Coordinate seven 3-part lecture series, with a minimum of 500 participants, and provide participant materials.
- 2. Submit classroom lectures summary report to the DEPARTMENT.
- 3. Submit lecture series sign-in sheets, and handout materials to the DEPARTMENT.

#### **Task 4 – Backyard Demonstrations**

- A. The RECIPIENT will be responsible for coordinating backyard demonstrations in the South Sound (Lacey, Tumwater, and Unincorporated Thurston County); gathering participants (send invitations to a minimum of 10,000 households); and providing demonstration materials.
- B. The RECIPIENT will be responsible for advertising backyard demonstrations in Unincorporated Snohomish County. Invitations will be sent to a minimum of 5,000 households.
- C. The RECIPIENT will create a backyard demonstrations summary report.

#### **Required Performance:**

- 1. Submit a draft template of advertisements and backyard demonstration handouts to the DEPARTMENT for review prior to advertisement mail out and demonstration events.
- 2. Coordinate natural lawn care backyard workshops in the South Sound (Lacey, Tumwater, and Unincorporated Thurston County) for a minimum of 100 participants. Provide participants with personalized lawn coaching, and opportunities to participate in hands-on backyard demonstrations. Submit lecture series sign-in sheets and final handout materials to the DEPARTMENT.
- 3. Advertise backyard demonstrations to Unincorporated Snohomish County households. Submit the mailing list and final advertisements to the DEPARTMENT.
- 4. Submit backyard demonstrations summary report to the DEPARTMENT.

#### **PART VI. SPECIAL TERMS AND CONDITIONS**

- A. Documents for Review. The plans, specifications, contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.
- B. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.
- C. Printed and Electronic Materials. Printed and electronic materials, including but not limited to brochures, web pages, evaluations, and applications must be offered to the DEPARTMENT for review and approval before printing or using electronically.
- D. Evaluations and Surveys. All evaluations and surveys must be used to direct education and outreach resources most effectively, as well as to evaluate changes in knowledge and adoption of the targeted behaviors.

E. Funding Availability. The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

**PART VII. ALL WRITINGS CONTAINED HEREIN**

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement.
- Attachment I: General Project Management Requirements.
- Attachment II: General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Recipients of Ecology Grants and Loans" (Yellow Book).
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable statutes and regulations.

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereby sign this agreement:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

SNOHOMISH COUNTY

Donald A. Seeberger 02/10/2014  
DONALD A. SEEBERGER                      DATE  
WATER QUALITY PROGRAM  
ACTING MANAGER

Peter B. Camp 1/24/14  
PETER B. CAMP                                      DATE  
EXECUTIVE DIRECTOR

Approved As To Form:  
Office of the Attorney General

**ATTACHMENT I: General Project Management Requirements  
for the  
2013-15 Biennial Municipal Stormwater  
Grants of Regional or Statewide Significance  
Funding Agreement**

**A. ARCHEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to meet Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at:

<http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm> and  
[http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance\\_000.pdf](http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance_000.pdf).

**B. EDUCATION AND OUTREACH**

RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

RECIPIENT must also check the Washington Waters website [http://www.ecy.wa.gov/washington\\_waters/index.html](http://www.ecy.wa.gov/washington_waters/index.html) for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy on a CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, and media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including drawings, photographs, or printouts of the product.

RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, then the RECIPIENT must produce all public outreach materials, pamphlets, fliers, meeting notices, reports, and other educational materials in English and in the other prevalent language.

### **C. EQUIPMENT PURCHASE**

RECIPIENT must get written, prior approval from the DEPARTMENT for any equipment purchase.

### **D. FUNDING RECOGNITION**

RECIPIENT must inform the public about DEPARTMENT funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

### **E. INCREASED OVERSIGHT**

If this project is selected for increased oversight, the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

### **F. INDIRECT RATE**

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

### **G. MINORITY AND WOMEN'S BUSINESS PARTICIPATION**

RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.

- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

#### **H. PAYMENT REQUEST SUBMITTALS**

Payment Request Submittals. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Reporting Eligible Costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Copies of all applicable forms must be included with an original A19-1A, and must be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>.

| <b>Required Forms:</b>           | <b>Where Eligible Costs Have Incurred:</b> |
|----------------------------------|--|
| Form A19-1A (original signature) | Form E (ECY 060-12)                        |
| Form B2 (ECY 060-7)              | Form F (ECY 060-13)                        |
| Form C2 (ECY 060-9)              | Form G (ECY 060-14)                        |
| Form D (ECY 060-11)              | Form H (F-21)                              |
|                                  | Form I (ECY 060-15)                        |

## **I. POST PROJECT ASSESSMENT**

RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

## **J. PROCUREMENT**

RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

## **K. PROGRESS REPORTS**

RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The RECIPIENT must also attach all landowner agreements signed during the respective quarter to each progress report.

Reporting Periods. Quarterly progress reports are due 15 days following the end of the quarter:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

## **L. REQUIRED DOCUMENT SUBMITTALS**

RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion report – 1 copy.
- Electronic copy of final project completion report – 1 copy.
- Final project completion report – 1 copy.

- Educational products developed under this agreement – up to 2 copies.
- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT).
- Interlocal agreements – 1 copy for the DEPARTMENT’s Project/Financial Manager.
- Professional services procurement agreements – 1 copy to the DEPARTMENT’s Project/Financial Manager.

## **M. SPECIAL CONDITION FOR SNOHOMISH COUNTY AND KING COUNTY**

For either Snohomish County or King County: When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein will preclude the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

## **N. WATER QUALITY MONITORING**

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology’s *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

RECIPIENT must submit the QAPP to the DEPARTMENT’s project manager for review, comment, and must be approved before starting the environmental monitoring activities.

RECIPIENT must use an environmental laboratory accredited by the DEPARTMENT to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology’s Environmental Assessment Program’s website, available at:

<http://www.ecy.wa.gov/programs/eap/labs/search.html>

RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the “ten-year rule.” The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to the DEPARTMENT through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:

<http://www.ecy.wa.gov/eim>

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

[eim\\_data\\_coordinator@ecy.wa.gov](mailto:eim_data_coordinator@ecy.wa.gov)

If GIS data is collected, the DEPARTMENT's data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

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**ATTACHMENT II: General Terms And Conditions**  
**Pertaining To Grant And Loan Agreements Of The Department Of Ecology**

**A. RECIPIENT PERFORMANCE**

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

**B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

**C. THIRD PARTY BENEFICIARY**

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

**D. CONTRACTING FOR SERVICES (BIDDING)**

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

**E. ASSIGNMENTS**

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

**F. COMPLIANCE WITH ALL LAWS**

4. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

5. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
6. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
7. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

**G. KICKBACKS**

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

## **H. AUDITS AND INSPECTIONS**

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

## **I. PERFORMANCE REPORTING**

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

## **J. COMPENSATION**

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. **Period of Compensation.** Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. **Final Request(s) for Payment.** The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. **Performance Guarantee.** The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. **Unauthorized Expenditures.** All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. **Mileage and Per Diem.** If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. **Overhead Costs.** No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

#### **K. TERMINATION**

1. **For Cause.** The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

#### **L. WAIVER**

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

#### **M. PROPERTY RIGHTS**

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance

which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

#### **N. SUSTAINABLE PRODUCTS**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

#### **O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

#### **P. PROJECT APPROVAL**

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

#### **Q. DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

#### **R. CONFLICT OF INTEREST**

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

**S. INDEMNIFICATION**

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

**T. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Washington.

**U. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

**V. PRECEDENCE**

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

**W. SUSPENSION**

The obligation of DEPARTMENT to make payments is contingent on the availability of funds. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, DEPARTMENT may elect to renegotiate the agreement subject to new funding limitations and conditions or terminate the agreement, in whole or part. DEPARTMENT may also elect to suspend performance of the agreement until such time as DEPARTMENT determines that the funding insufficiency is resolved in lieu of terminating the agreement. DEPARTMENT will provide written notice to RECIPIENT if funding is not available.

SS-010 Rev. 04/04

**EXHIBIT B**  
**Classroom Lecture Educational Program**

| <b>Households to Invite to Workshops &amp; Maximum 2015 Contributions</b>                                      |   |   |  |
|--|---|---|--|
| <b>Entity</b>  | <b>Number of Households Invited</b><br><small>(\$0.9727/hh invited)</small> | <b>Percentage of Total Households Invited</b> | <b>Maximum Phase 3 &amp; 4 Effectiveness Assessment Contribution</b> |
| City of Arlington  | 1,352   | 2.63%   | \$1,315  |
| City of Marysville   | 5,002   | 9.73%   | \$4,865  |
| City of Granite Falls  | 921   | 1.79%   | \$896  |
| City of Everett  | 5,060   | 9.84%   | \$4,922  |
| City of Mill Creek   | 996   | 1.94%   | \$969  |
| City of Bothell  | 919   | 1.79%   | \$894  |
| City of Monroe   | 3,431   | 6.67%   | \$3,337  |
| City of Snohomish  | 2,238   | 4.35%   | \$2,177  |
| City of Mukilteo   | 1,798   | 3.50%   | \$1,749  |
| City of Edmonds  | 3,975   | 7.73%   | \$3,866  |
| City of Lynnwood   | 2,755   | 5.36%   | \$2,680  |
| City of Brier  | 853   | 1.66%   | \$830  |
| City of Mountlake Terrace  | 1,919   | 3.73%   | \$1,867  |
| <b>Total households invited from Classroom Lecture cities</b>  | <b>31,219</b>   | <b>60.70%</b>                                 |  |
| <b>Total maximum contribution to Phase 3 &amp; 4 of Effectiveness Assessment from Classroom Lecture cities</b> |   | <b>60.70%</b>                                 | <b>\$30,367</b>  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |
| SnoCo-Arlington UGA  | 276   | 0.54%   | \$268  |
| SnoCo-Seven Lakes  | 524   | 1.02%   | \$510  |
| SnoCo-Marysville UGA   | 533   | 1.04%   | \$518  |
| SnoCo-Granite Falls UGA  | 1,119   | 2.18%   | \$1,088  |
| SnoCo-Lake Stevens UGA   | 2,547   | 4.95%   | \$2,477  |
| SnoCo-Everett UGA  | 2,202   | 4.28%   | \$2,142  |
| SnoCo-Gap 2  | 876   | 1.70%   | \$852  |
| SnoCo-Mill Creek UGA   | 2,190   | 4.26%   | \$2,130  |
| SnoCo-South County   | 732   | 1.42%   | \$712  |
| SnoCo-Gap 1  | 1,075   | 2.09%   | \$1,046  |
| SnoCo-Bothell UGA  | 1,588   | 3.09%   | \$1,545  |
| SnoCo-Monroe UGA   | 984   | 1.91%   | \$957  |
| SnoCo-Snohomish UGA  | 969   | 1.88%   | \$943  |

|  |               |               |                 |
|--|---------------|---------------|-----------------|
| SnoCo-Mukilteo UGA   | 1,024         | 1.99%         | \$996           |
| SnoCo-Edmonds UGA  | 409           | 0.80%         | \$398           |
| SnoCo-Gap 3  | 830           | 1.61%         | \$807           |
| SnoCo-Lynnwood UGA   | 1,743         | 3.39%         | \$1,695         |
| SnoCo-Brier UGA  | 581           | 1.13%         | \$565           |
| SnoCo-MLT UGA  | 9             | 0.02%         | \$9             |
| <b>Total households invited to Classroom Lectures from Snohomish County</b>  | <b>20,211</b> | <b>39.30%</b> |                 |
| <b>Total maximum contribution to Phase 3 &amp; 4 of Effectiveness Assessment from Snohomish County (Classroom Lecture)</b> |               | <b>39.30%</b> | <b>\$19,658</b> |

**EXHIBIT C**  
**Backyard Demonstration Educational Program**

| <b>Number of Participants at Workshops &amp; Maximum 2015 Contributions</b>   |                               |  |  |
|---|-------------------------------|--|--|
| <b>Entity</b>   | <b>Number of Participants</b> | <b>Percentage of Total Contributions for Backyard Demonstration Ed Program</b> | <b>Maximum Phase 3 &amp; 4 Effectiveness Assessment Contribution</b> |
| City of Tumwater  | 30                            | 7.26%  | \$4,226.09   |
| Thurston County   | 85                            | 20.57%   | \$11,973.91  |
| <b>Total participating households (not including Olympia)</b>   | <b>115</b>                    |  |  |
| <b>Total maximum contribution to Phase 3 &amp; 4 Effectiveness Assessment from Backyard Demonstration Entities other than Olympia</b> |                               | <b>27.83%</b>  | <b>\$16,200</b>  |
| City of Olympia   | 280                           | 72.17%   | \$42,000   |
| <b>Total maximum contribution to Phase 3 &amp; 4 Effectiveness Assessment from Backyard Demonstration Entities</b>                    |                               |  | <b>\$58,200</b>  |



*Agreement*

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

*# 11*

**PROJECT TITLE:**

Interlocal Agreement with  
Snohomish County for Natural  
Yard Care Public Outreach and  
Evaluation Program

- \_\_\_\_\_ Briefing
- \_\_\_\_\_ Proposed Action
- \_\_\_\_\_ Consent
- \_\_\_\_\_ Action
- \_\_\_\_\_ First Reading
- \_\_\_\_\_ Second Reading
- \_\_\_\_\_ Third Reading
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Budget Advisory

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Public Works  
 Contact Person Marla Carter  
 Phone Number 425-257-8875  
 FOR AGENDA OF March 26, 2014

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA \_\_\_\_\_  
 Council President \_\_\_\_\_



**Location                      Preceding Action                      Attachments                      Department(s) Approval**

|                      |          |  |
|----------------------|----------|--|
| Amount Budgeted      | \$93,250 | Fund 401                                 |
| Expenditure Required | \$4,922  | Account Number(s): 401-5-400-123-907-410 |
| Budget Remaining     | \$88,328 |  |
| Additional Required  | -0-      |  |

**DETAILED SUMMARY STATEMENT:**

Snohomish County received a Department of Ecology 2013 – 15 Biennial Municipal Stormwater Grants of Regional or Statewide Significance for natural yard care public outreach and evaluation. Snohomish County is entering into an Interlocal agreement with the cities of Arlington, Marysville, Granite Falls, Mountlake Terrace, Everett, Mill Creek, Bothell, Monroe, Snohomish, Mukilteo, Edmonds, Lynnwood, Brier, Olympia, Tumwater and Thurston County to conduct public outreach and evaluation for natural yard care. This program will help each of the participating entities meet the new NPDES requirement S5:C1(ii)(c) of “Each permittee shall measure the understanding and adoption of the targeted behavior for at least one target audience in at least on subject.”

Two education approaches will be employed and evaluated. The effectiveness assessment will be performed six to eight months after the education programs have concluded. The participating entities will pay for assessment element and Everett’s share is \$4,922.

*Council approved  
3/26/14  
Jm*

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign the Interlocal Agreement with Snohomish County for Natural Yard Care Public Outreach and Evaluation Program not to exceed \$4,922.

