

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

Execution Date through December 31, 2023

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

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

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

WHEREAS, the District's boundaries include all of the City; and

WHEREAS, for over 70 years the District has assisted landowners and local governments as they face resource management challenges relating to water quality and other natural resource issues; and

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

WHEREAS, the District has outlined long term goals and objectives in its 5-Year Plan; and

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

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

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

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

#### I. PURPOSE

A. The recitals set forth above are incorporated herein by this reference.

B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the District to promote, facilitate, and undertake certain conservation programs and activities.

C. This Agreement shall be implemented through an annual scope of work as provided in Articles VI and VII.

#### II. DURATION OF AGREEMENT

A. This Agreement shall commence on the date of execution of this agreement and terminate December 31, 2023, unless otherwise modified or terminated in accordance with the terms of this Agreement.

B. The activities described in Appendix 1-2019 that are performed after the execution date of this agreement, shall be eligible for funding under this Agreement.

### III. FUNDING

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

### IV. RESPONSIBILITIES OF THE DISTRICT

#### A. Scope of Work

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

#### B. Future Scope of Work

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

#### C. Program Reporting

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



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

## V. RESPONSIBILITIES OF THE CITY

### A. Cooperation with the District

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

### B. Payment of Billing Requests

The City shall provide payment within 30 days of an approved billing request submitted by the District for work activities and expenditures identified by the agreed to scope of work and budget.

## VI. ENTIRETY OF AGREEMENT

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

## VII. MAINTENANCE OF RECORDS

The District shall maintain all books, documents, receipts, invoices, and records, including payroll records, necessary to sufficiently and properly reflect the expenditures associated with this Agreement. The accounting records shall provide for a separate recording and reporting of all receipts and expenditures. Financial records pertaining to

matters authorized by this Agreement are subject to inspection and audit by representatives of City or the State Auditor upon request.

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

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

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

##### B. Delays

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

#### IX. PROPERTY

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

#### X. GENERAL PROVISIONS

##### A. Notice

Except as set forth elsewhere in this Agreement, notice for purposes of this Agreement, except service of process, shall be between the following contract representatives:

James X. Kelly, PE  
Public Works Director  
City of Arlington  
154 West Cox Ave.  
Arlington, WA 98223

District Board of Supervisors Chair  
and District Manager  
Snohomish Conservation District  
528 91<sup>st</sup> Ave.  
Lake Stevens, WA 98258

#### B. Compliance with Laws

The District and the City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations applicable to the performance of this Agreement. The District and the City agree to comply with all the provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such acts.

#### C. Indemnification

The District and the City agree to protect, defend and hold harmless each other, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the other party, its officials, employees and agents in performing this Agreement except for those arising out of the sole negligence of the other party.

#### D. Insurance

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



E. Non-assignment

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

F. Independent Contractor

The District will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The parties agree that the District is not entitled to any benefits or rights enjoyed by employees of the City. The District specifically has the right to direct and control the District's own activities in implementing the scope of work in accordance with the terms of this Agreement. The City shall only have the right to ensure performance.

G. Interlocal Cooperation Act

The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein. No partnership or joint venture between the parties is created by this Agreement.

XI. EARLY TERMINATION

A Notice of Termination.

Either party may terminate this Agreement at any time, with or without cause, upon providing not less than thirty (30) days advance written notice to the other party pursuant to Section 10 of this Agreement. The termination notice shall specify the date on which the Agreement shall terminate.

B Lack of Funding.

This Agreement is contingent upon governmental funding and local legislative

appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party by delivering not less than thirty (30) days advance written notice to the other party pursuant to Section 10 of this Agreement. The termination notice shall specify the date on which the Agreement shall terminate.

C No further payment.

In the event this Agreement is terminated no payment shall be made by the District or the City following the effective date of termination unless authorized in writing.

## XII. MISCELLANEOUS

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

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

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

SNOHOMISH CONSERVATION DISTRICT

Accepted and executed this 26 day of February, 2019

By: 

Mark Craven, Chair  
Snohomish Conservation District



CITY OF ARLINGTON

Accepted and executed this 26 day of February, 2019

A handwritten signature in blue ink that reads "Barbara Tolbert". The signature is written in a cursive style with a large initial "B".

By: Barbara Tolbert  
Mayor  
City of Arlington

**APPENDIX 1-2019  
YOUTH EDUCATION**

The following tables outline the classes and costs of providing SCD's Sound Education Program within the City of Arlington and the Arlington School District. As shown in Table A, the City's budget for youth education will not exceed \$2700. Snohomish Conservation District will contribute an additional 30%, for a combined deliverable to teach 17 classes, and reach over 450 youth and teachers.

**Table A- Budget**

<b>Task</b>	<b>City of Arlington Cost</b>	<b>SCD Match</b>	<b>Task Total</b>
19 Classroom Lessons @ \$160/unit <i>(includes admin, coordination, prep, teaching, and drive time)</i>	\$2700	\$440	\$3140
Educational Supplies <i>(Water quality testing, science journals, materials)</i>	\$0	\$200	\$200
Mileage <i>(Approx. 120 miles @ \$.565)</i>	\$0	\$170	\$170
<b>Total</b>	<b>\$2700</b>	<b>\$810</b>	<b>\$3510</b>

**Table B - Lesson Names**

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



