Adopted: 2/27/2019
Effective: 3/16/2019

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 19-007

APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL AGREEMENT FOR NATURAL YARD CARE BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT

WHEREAS, Snohomish County (the "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"); and

WHEREAS, the City of Everett (the "City") is a Permittee under the Phase II Western Washington Municipal Stormwater Permit issued by Ecology pursuant to the NPDES permitting program established under the CWA and WPCL; and

WHEREAS, the NPDES Permits require the City and the County to engage in public outreach and educational activities related to water pollution prevention strategies and practices; and

WHEREAS, the City and the County were parties to a 2014 Natural Yard Care Public Outreach and Evaluation Program Interlocal Agreement which sought to improve water quality within the region by educating the public on best management practices and then further measuring the effectiveness of the program in achieving the desired behavior changes; and

WHEREAS, the objectives of the 2019 Natural Yard Care Interlocal Agreement are to use the recommendations from the 2014-2015 study to implement an enhanced public education program on best management practices for residential yard care, and to evaluate the program enhancements' effectiveness in achieving the desired behavior changes; and

WHEREAS, the City and County wish to enter into this Agreement to coordinate and allocate responsibility for public education and program evaluation; and

WHEREAS, chapter 39.34 RCW authorizes local governmental entities such as the County and the City to cooperate and coordinate with one another to make more efficient and effective use of their resources;

NOW, THEREFORE, BE IT ORDAINED:

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

Section 2. The county council hereby approves and authorizes the county executive to execute the Interlocal Agreement for Natural Yard Care Between Snohomish County and the City of Everett, in the form attached hereto as Exhibit A.

PASSED this 27th day of February, 2019.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Terry Ryan
Chairperson

ATTEST:

Marlene Ono
Clerk of the Council, Asst.

(✓) APPROVED
( ) EMERGENCY
( ) VETOED

DATE: 3/6/19

Dave Somers
County Executive

ATTEST:

Melissa Geaghty

Approved as to form only:

12/19/18
Deputy Prosecuting Attorney

D-14

EXHIBIT A
to
ORDINANCE NO. 19-007

INTERLOCAL AGREEMENT FOR NATURAL YARD CARE BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT

[See Attached]

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND
THE CITY OF EVERETT FOR
NATURAL YARD CARE

From Execution to December 31, 2019

This Interlocal Agreement Between Snohomish County and the City of Everett for Natural Yard Care (this "Agreement"), is made and entered into on this 6th day of March, 2019, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Everett, a Washington municipal corporation (the "City").

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. The City of Everett 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 City to engage in public outreach and educational activities related to water pollution prevention strategies and practices.

E. The City and the County were parties to a 2014-2015 Natural Yard Care Public Outreach and Evaluation Program Interlocal Agreement which had as its objective to (i) improve water quality within the region by educating the public regarding best management practices for residential yard care (the "Educational Program"), and (ii) measure the understanding and adoption of the targeted behaviors and evaluate the effectiveness of the respective Educational Program in achieving desired behavior changes (the "Effectiveness Assessment").

F. The objectives of the 2019 Natural Yard Care Program are to (i) improve water quality within the region by educating the public regarding best management practices for residential yard care, (ii) use the 2014-2015 Effectiveness Assessment recommendations to implement an Enhanced Education Program that directs education and outreach resources most effectively, and (iii) evaluate program enhancements and to measure the enhancements' ability to achieve desired behavior change over the medium term.

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, the County and the City agree as follows:

1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT

A. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to accomplish the Project.

B. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

C. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

D. 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:

County's Initial Administrator:
Gregg Farris, SWM Director
Snohomish County Public Works
3000 Rockefeller Ave, M/S 607
Everett, WA 98201
gregg.farris@snoco.org

City's Initial Administrator:
Apryl Hynes, Public Information Education Specialist
City of Everett Public Works
3200 Cedar St.
Everett, WA 98201
ahynes@everettwa.gov

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

2. DURATION OF AGREEMENT

A. The term of this Agreement shall commence upon execution and extend until December 31, 2019 (the "Term").

B. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website. Notwithstanding the effective date of this Agreement, all activities described in Appendix A to this

Agreement that are performed after agreement execution, shall be eligible for funding under this Agreement.

3. COUNTY RESPONSIBILITIES

A. The County shall serve as the lead agency for the project for purposes of completion of Scope of Work specified in Appendix A.

B. The County shall invoice the City **$6,500** for services specified in Appendix A. The County shall include with the invoice, documentation of all costs for labor, materials and equipment associated with the work specified in Appendix A.

C. The County services provided under this Agreement shall be of good quality, consistent with appropriate industry standards.

D. The County may, in its sole discretion, hire one or more contractors/consultants and/or sub-contractors/sub-consultants to perform some or all of the services.

4. CITY RESPONSIBILITIES

A. The City shall make its personnel available to the County at reasonable times and upon reasonable advance notice for purposes of facilitating the County's performance of the services. The City personnel commitment and County's performance are specified in Appendix A.

B. The City shall contribute **$6,500** towards the cost of the project.

C. The City shall make payment on the invoice submitted by the County within thirty (30) days following receipt by the City of said invoice.

5. HOLD HARMLESS

A. The County shall indemnify, defend and hold the City harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the City may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property due to or arising out of the County's performance of services pursuant to this Agreement, but only to the extent such accidents, damages or injuries are due to any negligent or wrongful act or omission of the County; or (ii) any breach or Default (as such term is defined in Section 8.A below) by the County under this Agreement.

B. The City shall indemnify, defend and hold the County harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the County may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property during the term of this Agreement, but only to the extent the same

are caused by any negligent or wrongful act of the City; or (ii) any breach or Default (as such term is defined in Section 8.A below) of the City under this Agreement.

C. The provisions of this Section 5 shall survive the expiration or earlier termination of this Agreement.

6. INSURANCE

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance, or lack thereof, of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s).

7. COMPLIANCE WITH LAWS

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

8. RIGHTS AND REMEDIES

A. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party 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.

B. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 8.A above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

9. TERMINATION

A. Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

B. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, either party may, without advance notice and without liability for damages, terminate this Agreement by providing written notice to the other party. The

termination shall be effective on the date specified in the termination notice. The obligation of the City to make final payment for work completed prior to termination, as well as the costs of any and all non-cancelable obligations, shall survive the termination of this Agreement.

10. NOTICES

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.D of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

11. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the parties 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 parties 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.

12. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be altered or amended by mutual agreement of both parties. Such alterations or amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

13. 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.

14. 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.

15. 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.

16. 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.

17. NO 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.

18. 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.

19. 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.

20. NO THIRD PARTY BENEFICIARIES

This Agreement and each and every provision hereof are for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

21. 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.

22. MISCELLANEOUS

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

B. No obligation in this Agreement shall limit the County in fulfilling its responsibilities otherwise defined by law.

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date first above written.

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: DAVE SOMERS
Title: County Executive

THE CITY:

City of Everett, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

12/19/18
Deputy Prosecuting Attorney

Approved as to Form:

_____
Office of the City Attorney

Approved as to Insurance

1/16/18
Risk Management

COUNCIL USE ONLY
Approved: 2.27.19
Doc file: D-14

22. MISCELLANEOUS

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

B. No obligation in this Agreement shall limit the County in fulfilling its responsibilities otherwise defined by law.

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date first above written.

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name: _____
Title: _____

THE CITY:

City of Everett, a Washington municipal corporation

By_____
Name: CASSIE FRANKLIN
Title: MAYOR

Approved as to Form:

12/12/16
Deputy Prosecuting Attorney

Approved as to Form:

Office of the City Attorney

Approved as to Insurance

_____
Risk Management

ATTEST:

City Clerk

APPENDIX A
SCOPE OF WORK

Natural Yard Care: Enhanced Outreach and Evaluation Program

The purpose of this Scope of Work is to partner with the City of Everett to conduct a Natural Yard program that implements the recommended enhancements from the 2014-2015 Effectiveness Assessment (the "Enhanced Education Program"), evaluates the enhancements and measures their ability to effect behavior change over the medium term. The Enhanced Education Program will include both classroom workshops and an outdoor demonstration event.

Program enhancements recommended in the 2014-2015 Effectiveness Assessment are designed to provide hands-on, interactive learning to help increase participants' ability and confidence to apply information that they learn. These include:

- Hands-on, visual and interactive activities and displays. These will intend to engage participants through applied and visual learning. The activity and/or display will focus on a key desirable best practice related to each of the evening's topics covered during three evening series. The best practices will focus on a simple-to-implement and inexpensive practice proven to benefit garden health, lower maintenance, and protect water quality.

- Yard care outdoor demonstration event intended to promote adoption of best practices by providing hands-on learning in an outdoor environment.

The target audience for this program is the same as that of the 2014-2015 program: residents of single-family parcels less than an acre in size. The total of the City's portion of invited households to the workshop series will be at least 647. At least these same 647 households will be invited to the outdoor demonstration event.

Building on the 2014-2015 Effectiveness Assessment which showed statistically high adoption of best practices over the medium-term, the 2019 evaluation will focus on evaluating the effectiveness of new elements (enhancements) and on measuring the ability of the program enhancements to effect behavior change over the medium term, approximately 6- to12-months following the program.

Task 1 – Series of Interactive Classroom Workshops

Objective: The County will provide project coordination to ensure effective communication and logistical planning with all interested parties including the City, all participating cities, WSU Snohomish County Extension Master Gardeners, workshop presenters, venues, and evaluation consultants.

Two series of interactive classroom workshops will be held: between early April and late May, 2019. Each series will include topical workshops over three evenings. 647 Everett households will be invited to the one series scheduled to take place at a venue in or near southeast Everett.

The County shall act as the project manager to: coordinate scheduling, assure quality control, complete the required task in a timely manner by meeting all required deadlines, procure presenters, conduct all marketing to residents, handle attendee registration, and coordinate attendee evaluations. The County will oversee procurement of venues for both workshop series.

The County will hold quarterly meetings with the City, submit quarterly progress, and maintain project records.

The City will participate in planning meetings, provide at least one staff per evening lecture, and assist with generation of mailing lists.

Deliverables: Progress reports

Task 2: – Yard Care - Outdoor Demonstration Event

Objective: The County will provide project coordination to ensure effective communication and logistical planning with all interested parties including the City, all participating cities, WSU Snohomish County Extension Master Gardeners, presenters and vendors, venue, and evaluation consultants.

One Outdoor Garden Demonstration Event will be held at a date to be determined in mid-May to late-June, 2019.

The County shall act as the project manager to: coordinate scheduling, assure quality control, complete the required task in a timely manner by meeting all required deadlines, procure presenters and vendors, procure products as-needed, create and distribute marketing to residents, handle attendee registration, and coordinate attendee evaluations. The County will oversee procurement of the appropriate venue, for the Outdoor Demonstration Event.

The County will include planning during its quarterly meetings with the City, submit quarterly progress reports, and maintain project records.

The City will participate in planning meetings, provide at least two staff for the Outdoor Demonstration Event, and assist with distribution of marketing flyers.

Deliverables: Progress reports

Task 3: – Evaluation

Objective: The evaluation intends to 1) discover which program enhancements that attendees value most and gather the feedback they offer for future program consideration, and 2) measure behavior change over the medium term of program enhancements to the 2014-2015 program.

The County will provide project coordination to ensure effective communication and logistical planning with all interested parties including the City, all participating cities, and evaluation consultants.

The County shall act as the project manager to contract and coordinate with the evaluation consultant, and to coordinate evaluation components, communications and reporting.

The County will hold meetings at least quarterly with the City, submit quarterly progress reports, and maintain project records.

Deliverables: Progress reports