

SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NO: A - 5

DATE: May 14, 2009

SUBJECT: Interlocal Agreement Implementing Department of Ecology Grant for Cooperative Stormwater Management Services
Interlocal Agreement for Mutual Aid and Cooperation in Stormwater Management Activities

CONTACT PERSON: Connie Dunn, Public Works Director 

ISSUE:

Snohomish County and the Cities of Lake Stevens, Snohomish, Granite Falls, Sultan and Gold Bar are establishing an Interlocal Agreement implementing Department of Ecology Grant (Number G0800610) for Cooperative Stormwater Management Services (Grant Implementation ILA). An Interlocal Agreement for Mutual Aid and Cooperation in Stormwater Management Activities (Mutual Aid ILA) creates the partnership between the participating cities and Snohomish County.

Under the Mutual Aid ILA each of the parties may provide and/or request from any or all of the other parties assistance with Stormwater Management Activities.

The specific program is to share the cost of equipment and personnel for vactoring services for stormwater management, training, inspection and enforcement.

STAFF RECOMMENDATION:

1. Approve the Interlocal Agreement implementing Department of Ecology Grant for cooperative Stormwater Management Activities by and among Snohomish County, City of Lake Stevens, City of Snohomish, City of Granite Falls, City of Gold Bar and the City of Sultan authorizing Mayor Carolyn Eslick to sign the appropriate document. Attachment A
2. Approve the Interlocal Agreement for Mutual Aid and cooperation in Stormwater Management activities is with Snohomish County and the City of Sultan together with City of Lake Stevens, City of Snohomish, City of Granite Falls, and Gold Bar authorizing Mayor Carolyn Eslick to sign the appropriate document. Attachment B

SUMMARY:

Arthur Lee, Surface Water Management, Snohomish County Public Works did a short presentation of the two Interlocal Agreements (ILA) to City Council on April 28, 2009. Mr. Lee explained the guidelines of the grant Snohomish County received from Washington Department of Ecology (DOE) to launch the pilot program

The purpose of this Agreement is to create and implement a maintenance crew mutual aid resource among the participating municipalities to assist smaller communities in the County with various stormwater management activities.

BACKGROUND:

The State of Washington Department of Ecology and Snohomish County have entered into a Stormwater Management Implementation Grant Program Funding Agreement, having an effective date of January 31, 2008.

Under the grant, DOE will provide certain funds to the County to enable the County to launch a five year pilot program intended to enhance mutual aid, cooperation and collaboration between local governmental entities in the field of stormwater management.

The goals of the Mutual Aid Program are to improve water quality and protect the Stillaguamish and Snohomish River's by increasing the quality and efficiency of basin-wide stormwater management activities and support services.

The County and Cities are creating a Mutual Aid Program that will facilitate increased efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge and equipment, and facilities used in the construction, maintenance and support of the parties' respective stormwater facilities and stormwater management systems.

Under the Mutual Aid ILA the cities will receive training through the program. Sultan has sent two utility staff members to attend training on identifying stormwater illicit discharge. Under the agreement, a vector truck and personnel will be in the cities to clean stormwater systems and train personnel in Stormwater System Management including mapping the City Systems. Personnel times is calculated into the 25% required match.

For purposes of the Agreement, the term "Stormwater Management Activities" shall refer to any activities, undertakings or issues related to stormwater management, including, by way of illustration but not by way of limitation, any of the following:

- Design of stormwater facilities,
- Construction of stormwater facilities,
- System mapping of stormwater facilities,
- Evaluation of stormwater facilities,
- Maintenance and repair of stormwater facilities,

- Water quality sampling,
- Detection of illicit discharges,
- Public outreach and education,
- Training personnel to understand issues and perform activities related to stormwater management, and/or
- Complying with regulatory requirements, including but not limited to, the terms and conditions of NPDES permits.

FISCAL IMPACT:

The Cities shall, on a pro-rata basis, bear the twenty-five percent (25%) of the costs of implementing the program that is not covered by the DOE grant for services that are provided to the Cities. (Described in 4.2, in Attachment A, Implementing the DOE Grant) This 25% can be met with city staff, in-kind work.

Should the costs of implementing the program exceed the maximum budget of Nine Hundred Eighty Thousand Dollars (\$980,000) established by Part IV of the Grant Document, the Cities shall be responsible for one hundred percent (100%) of any and all cost overruns incurred. Each City's pro rata share of any cost overruns shall be allocated to it the manner described in ILA Implementing the DOE Grant, Section 4.4, attachment A

ALTERNATIVES:

1. Continue as the City of Sultan is currently operating, hiring a privately owned vactor truck to come to the city when there is a specific problem that needs to be addressed. And/or begin a program to vactor catch basins using stormwater funds. The cost is \$1,000 to \$1,200.00 per day plus city personnel.
2. Agree to enter into the Interlocal Agreements with Snohomish County and the Cities participating in the Grant from DOE and the Mutual Aid Agreement

COUNCIL MOTION:

1. Approve the Interlocal Agreement implementing Department of Ecology Grant for cooperative Stormwater Management Activities by and among Snohomish County, City of Lake Stevens, City of Snohomish, City of Granite Falls, City of Gold Bar and the City of Sultan authorizing Mayor Carolyn Eslick to sign the appropriate document. Attachment A
 2. Approve the Interlocal Agreement for Mutual Aid and cooperation in Stormwater Management activities with Snohomish County and the City of Sultan together with City of Lake Stevens, City of Snohomish, City of Granite Falls, and Gold Bar authorizing Mayor Carolyn Eslick to sign the appropriate document. Attachment B
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Attachments:

- Attachment A Interlocal Agreement Implementing Department of Ecology Grant for Cooperative Stormwater Management Activities
- Attachment B Interlocal Agreement for Mutual Aid and Cooperation in Stormwater Management Activities
- Attachment C Grant Project Summary from Snohomish County

Council Action:

AFTER RECORDING RETURN TO:
BARBARA SIKORSKY
SNOHOMISH COUNTY COUNCIL
3000 ROCKEFELLER AVENUE, MS 609
EVERETT, WA 98201

**INTERLOCAL AGREEMENT IMPLEMENTING DEPARTMENT OF ECOLOGY
GRANT FOR COOPERATIVE STORMWATER MANAGEMENT ACTIVITIES**

This INTERLOCAL AGREEMENT IMPLEMENTING DEPARTMENT OF ECOLOGY GRANT FOR COOPERATIVE STORMWATER MANAGEMENT ACTIVITIES (this "Agreement") is made and entered into as of this _____ day of June, 2009, by and among **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the "County"), the **CITY OF LAKE STEVENS**, a Washington municipal corporation ("Lake Stevens"), the **CITY OF SNOHOMISH**, a Washington municipal corporation ("Snohomish"), the **CITY OF GRANITE FALLS**, a Washington municipal corporation ("Granite Falls"), the **CITY OF GOLD BAR**, a Washington municipal corporation ("Gold Bar"), and the **CITY OF SULTAN**, a Washington municipal corporation ("Sultan," and, together with Lake Stevens, Snohomish, Granite Falls and Gold Bar, the "Cities").

RECITALS

A. The County and the Washington Department of Ecology ("DOE") have entered into that certain Stormwater Management Implementation Grant Program Funding Agreement Between the State of Washington Department of Ecology and Snohomish County, having an effective date of January 31, 2008, and an Ecology Grant Number of G0800610 (the "Grant Document"). A true and correct copy of the Grant Document is attached to this Agreement as Exhibit A.

B. As described in Part II of the Grant Document, the goals of the Grant Document are to improve water quality and protect the Stillaguamish River and the Snohomish River by facilitating the creation and implementation of cooperative stormwater management programs between the County and certain municipal corporations located within the County.

C. Pursuant to Part III of the Grant Document, DOE will provide certain funds to the County to enable the County to create and implement a maintenance crew mutual aid resource among the municipalities located in the County, including the establishment of a Maintenance/Technical Ace Crew (a "M/TAC") with a GIS Support Team (a "GST"), that

will assist smaller communities in the County with various stormwater management activities, as more particularly described in Part V, Task 3 of the Grant Document.

D. Part V, Task 1, Paragraph D and Part V, Task 2, Paragraph D(1) of the Grant Document anticipate that Lake Stevens, Snohomish and Granite Falls be initial municipal participants in projects established under the Grant Document. Part V, Task 2, Paragraph D(2) of the Grant Document provides that additional cities may also participate in projects established under the Grant Document, and Gold Bar and Sultan desire to participate.

E. The County and the Cities now desire to establish a maintenance crew mutual aid resource program, including an M/TAC with a supporting GST, as specified in the Grant Document, under the terms and conditions contained below.

F. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Grant Document.

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 Cities agree as follows:

1. TERM

The term of this Agreement (the "Term") shall commence at 5:00 p.m. on June 19, 2009 (the "Effective Date"), and shall continue through the date on which the Grant Document expires (the "Expiration Date"), provided, however, that the County's obligations after December 31, 2009, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law.

2. CREATION OF M/TAC

2.1 M/TAC Project

The parties agree to establish an M/TAC, as such term is defined in Part V, Task 3, Paragraph A of the Grant Document (the "M/TAC Project"). The M/TAC Project shall, at a minimum, perform the tasks outlined in Part V, Task 3 of the Grant Document, but may also perform such other tasks as may be agreed upon by the County and one or more of the Cities. The M/TAC Project may perform the tasks described in Part V, Task 3 of the Grant Document in any order the parties may deem desirable or convenient.

2.2 Obligations of County

As required by Part V, Task 1 of the Grant Document, the County shall administer, manage and coordinate all aspects of the M/TAC Project, including but not limited to performing the following types of activities: (i) maintaining financial records for the M/TAC

Project; (ii) submitting reimbursement requests to DOE; (iii) submitting progress reports to DOE; (iv) distributing to the Cities their respective shares of reimbursement funds received from DOE; (v) developing a detailed budget for the M/TAC Project, which shall be submitted to the Cities for comment; (vi) using good-faith efforts to establish and maintain open lines of communication with the other parties to this Agreement regarding the implementation of the M/TAC Project; (vii) soliciting input from the Cities regarding the order, timing and manner of performing the tasks involved in the M/TAC Project; (viii) providing the Cities with such access to the County's property and facilities as may be reasonably necessary or convenient to facilitate the performance of the M/TAC Project; and (ix) performing such other project management activities as may be reasonably necessary or convenient to facilitate the success of the M/TAC Project and further the goals of the Grant Document.

2.3 Obligations of Cities

Each of the Cities agrees that it shall cooperate with the other parties to this Agreement in implementing the M/TAC Project. Such cooperation shall include, but is not limited to, the following types of activities: (i) attending monthly project management meetings; (ii) establishing and maintaining open lines of communication with the other parties to this Agreement regarding the implementation of the M/TAC Project; (iii) providing the other parties to this Agreement with such access to property within its jurisdiction as may be reasonably necessary or convenient for the performance of one or more tasks in the M/TAC Project; (iv) providing the County budget information for tasks performed (or to be performed) pursuant to the M/TAC Project, including, where relevant, information regarding how the City intends to meet the 25% match, either with cash or "in kind;" (v) timely completion of any and all tasks required to be performed by such City; (vi) timely submission to the County of receipts and documentation for staff time, expenses and other interlocal contributions that are eligible for reimbursement from DOE under the terms of the Grant Document on a monthly basis, by the 15th day of the month following the month in which the services were provided; (vii) providing City-specific data, information or other deliverables to the County for incorporation into any M/TAC Project progress or status reports the County must submit to DOE; (viii) prompt payment of the County's invoices for reimbursement of County costs not covered by the DOE grant; and (ix) such other activities as may be reasonably necessary or convenient to facilitate the success of the M/TAC Project and further the goals of the Grant Document.

3. CREATION OF GST

3.1 GST Project

The parties agree to establish a GST, as such term is defined in Part V, Task 4, Paragraph A of the Grant Document (the "GST Project"). The GST Project shall, at a minimum, perform the tasks outlined in Part V, Task 4 of the Grant Document, but may also perform such other tasks as may be agreed upon by the County and one or more of the Cities. The GST Project may perform the tasks described in Part V, Task 4 of the Grant Document in any order the parties may deem desirable or convenient.

3.2 Obligations of County

As required by Part V, Task 1 of the Grant Document, the County shall administer, manage and coordinate all aspects of the GST Project, including but not limited to performing the following types of activities: (i) maintaining financial records for the GST Project; (ii) submitting reimbursement requests to DOE; (iii) submitting progress reports to DOE; (iv) distributing to the Cities their respective shares of reimbursement funds received from DOE; (v) developing a detailed budget for the GST Project, which shall be submitted to the Cities for comment; (vi) using good-faith efforts to establish and maintain open lines of communication with the other parties to this Agreement regarding the implementation of the GST Project; (vii) soliciting input from the Cities regarding the order, timing and manner of performing the tasks involved in the GST Project; (viii) providing the Cities with such access to the County's property and facilities as may be reasonably necessary or convenient to facilitate the performance of the GST Project; and (ix) performing such other project management activities as may be reasonably necessary or convenient to facilitate the success of the GST Project and further the goals of the Grant Document.

3.3 Obligations of Cities

Each of the Cities agrees that it shall cooperate with the other parties to this Agreement in implementing the GST Project. Such cooperation shall include, but is not limited to, the following types of activities: (i) attending monthly project management meetings; (ii) establishing and maintaining open lines of communication with the other parties to this Agreement regarding the implementation of the GST Project; (iii) providing the other parties to this Agreement with such access to property within its jurisdiction as may be reasonably necessary or convenient for the performance of one or more tasks in the GST Project; (iv) providing the County budget information for tasks performed (or to be performed) pursuant to the GST Project, including, where relevant, information regarding how the City intends to meet the 25% match, either with cash or "in kind;" (v) timely completion of any and all tasks required to be performed by such City; (vi) timely submission to the County of receipts and documentation for staff time, expenses and other interlocal contributions that are eligible for reimbursement from DOE under the terms of the Grant Document on a monthly basis, by the 15th day of the month following the month in which services were provided; (vii) providing City-specific data, information or other deliverables to the County for incorporation into any GST Project progress or status reports the County must submit to DOE; (viii) prompt payment of the County's invoices for reimbursement of County costs not covered by the DOE grant; and (ix) such other activities as may be reasonably necessary or convenient to facilitate the success of the GST Project and further the goals of the Grant Document.

4. COST ALLOCATION

4.1 DOE Grant

Pursuant to Part IV of the Grant Document, DOE shall reimburse the County for seventy-five percent (75%) of the eligible costs incurred by the County and the Cities in

implementing the M/TAC Project and the GST Project, up to a maximum reimbursement of Seven Hundred Thirty-Five Thousand Dollars (\$735,000).

4.2 Costs Borne by Cities

The Cities shall, on a pro-rata basis, bear the twenty-five percent (25%) of the costs of implementing the M/TAC Project and the GST Project that is not covered by the DOE grant for services that are provided to the Cities through the M/TAC Project and the GST Project. Each City's share of such costs shall be determined based on the following principles: (i) costs incurred in performing services within a particular City's boundaries shall be allocated to the City at issue; (ii) costs incurred in performing services requested by a particular City outside that City's boundaries shall be allocated to such City; (iii) general costs incurred in establishing the M/TAC Project and the GST Project that are not attributable to any particular City shall be divided evenly between the Cities; (iv) any interlocal contributions or cash payments made by a City towards implementation and/or performance of the M/TAC Project and/or the GST Project shall be credited to that City; and (v) any costs or other financial matters not falling into one of the categories described above shall be allocated to one or more of the Cities by the unanimous agreement of the parties to this Agreement, or, if the parties cannot unanimously agree on a proper allocation, then by the reasonable determination of the County in its capacity as project manager.

Each City shall be responsible for its respective costs for any and all project management and set-up tasks related to the M/TAC Project and the GST Project. The grant may reimburse eligible costs at 75% match.

4.3 Costs Borne by County

The County and the Cities intend that the County shall be fully reimbursed for all costs and expenses incurred by the County in performing its obligations under this Agreement, including any costs and expenses incurred in performing administrative functions such as project management and/or grant implementation. Upon receipt from DOE of any reimbursement funds, the County shall determine whether the amount of such reimbursement funds covers the County's full costs of performing those portions of the M/TAC Project and/or the GST Project to which such grant funds relate. If the amount of reimbursement funds received from DOE is greater than the total costs incurred by the County, the County shall retain funds sufficient to fully reimburse the County for its costs and expenses, and shall deliver the remainder of the funds to the Cities on a pro-rata basis. If the amount of reimbursement funds received from DOE is less than the total costs incurred by the County, then the County shall invoice the Cities for their pro-rata share of the County's un-reimbursed costs. The Cities shall pay any invoice received from the County pursuant to this Agreement within thirty (30) days of receiving such invoice.

The County shall be responsible for its costs for any and all project management and set-up tasks related to the M/TAC Project and the GST Project. The grant may reimburse eligible costs at 75% match.

4.4 Cost Overruns

Should the costs of implementing the M/TAC Project and/or the GST Project exceed the maximum budget of Nine Hundred Eighty Thousand Dollars (\$980,000) established by Part IV of the Grant Document, the Cities shall be responsible for one hundred percent (100%) of any and all cost overruns incurred in implementing the M/TAC Project and/or the GST Project, for M/TAC and GST services. Each City's pro-rata share of any cost overruns shall be allocated to it in the manner described in Section 4.2 above.

4.5 Costs Incurred Prior to Execution of this Agreement

Prior to the execution of this Agreement, and in anticipation of this Agreement, one or more of the Cities incurred expenses in support of the M/TAC Project activities and/or the GST Project activities described in the Grant Document. To the extent any City has already timely submitted requests for reimbursement for such expenses to the County on E forms, for inclusion with the County's quarterly progress reports to DOE in 2008 and 2009, such expenses shall be deemed eligible for reimbursement under the 75% match from DOE under the grant.

5. ESTABLISHMENT OF MUTUAL AID NETWORK FOR STORMWATER SERVICES

In addition to the creation and implementation of the M/TAC Project and the GST Project, the Grant Document also requires the County and the Cities to form a mutual aid program to enhance cooperation and collaboration between local governmental entities in the field of stormwater management. To satisfy the requirements of the Grant Document, the County and the Cities agree to enter into an interlocal agreement for mutual aid and cooperation in stormwater management activities substantially in the form attached to this Agreement as Exhibit B.

6. COMPLIANCE WITH LAWS

The County and each of the Cities 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.

7. INTERLOCAL COOPERATION ACT (Chapter 39.34 RCW)

The purpose of this Agreement is to create and implement a maintenance crew mutual aid resource among certain municipalities located in the County, including the establishment of an M/TAC with a GST, which will assist smaller communities in the County with various stormwater management activities. 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 individuals specified in Section 10 below. Any party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties to this Agreement. The parties agree that no separate legal or administrative

INTERLOCAL AGREEMENT IMPLEMENTING DEPARTMENT OF ECOLOGY
GRANT FOR COOPERATIVE STORMWATER MANAGEMENT ACTIVITIES

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 to this Agreement in connection with the performance of this Agreement will remain the sole property of such party, and the other parties shall have no interest therein.

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 the other 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(s) of this Agreement as follows:

To the County:

Snohomish County
Department of Public Works
Surface Water Management Division
3000 Rockefeller Avenue, M/S 604
Everett, WA 98201
Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Lake Stevens:

The City of Lake Stevens

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Snohomish:

The City of Snohomish

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Granite Falls:

The City of Granite Falls

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Sultan:

The City of Sultan

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Gold Bar:

The City of Gold Bar

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

Any party hereto may, by reasonable notice to the other parties, designate such other address, or facsimile telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by INTERLOCAL AGREEMENT IMPLEMENTING DEPARTMENT OF ECOLOGY GRANT FOR COOPERATIVE STORMWATER MANAGEMENT ACTIVITIES

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 TO THIS AGREEMENT

The parties anticipate that certain Cities 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 the County and those Cities that execute this Agreement before 5:00 p.m. on June 19, 2009. The failure of any City named in the preamble to this Agreement to execute this Agreement before 5:00 p.m. on June 19, 2009, shall have no effect on the binding nature of this Agreement as among those parties who do execute this Agreement prior to 5:00 p.m. on June 19, 2009.

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 any other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a 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 any of the parties hereto. 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 - Interlocal Agreement for Mutual Aid and Cooperation
in Stormwater Management Activities

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.]

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

THE COUNTY:

LAKE STEVENS:

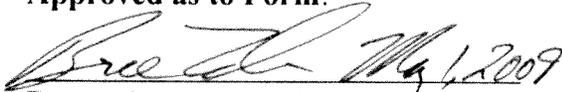
Snohomish County, a political subdivision of the State of Washington

The City of Lake Stevens, a Washington municipal corporation

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Form:


Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

SNOHOMISH:

GRANITE FALLS:

The City of Snohomish, 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.]

SULTAN:

The City of Sultan, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

GOLD BAR:

The City of Gold Bar, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

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

EXHIBIT A
Grant Document

[See Attached.]

EXHIBIT A

**STORMWATER MANAGEMENT IMPLEMENTATION GRANT PROGRAM
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 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: Maintenance/Technical Ace Crew with GIS Support Team Project

Ecology Grant Number: G0800610

RECIPIENT Name: Snohomish County
Mailing Address: 3000 Rockefeller Avenue, MS-607
Everett, WA 98201

RECIPIENT Contact Information: Arthur Lee
Telephone Number: 425-388-3812
Fax Number: 425-388-6455
E-Mail Address: arthur.lee@co.snohomish.wa.us

RECIPIENT Billing Contact: Evelyn Fotheringill
Telephone Number: 425-388-6675
Fax Number: 425-388-6449
E-Mail Address: evelyn.fotheringill@co.snohomish.wa.us

Disbursement Name: Snohomish County
Address: 3000 Rockefeller Avenue, MS-407
Everett, WA 98201

RECIPIENT Federal ID Number: 91-6001368

Maintenance/Technical Ace Crew with GIS Support Team Project
Snohomish County
Grant No. G0800610

DEPARTMENT Project Manager: **Sarah Davenport-Smith**

Mailing Address: **Washington State Department of Ecology
Water Quality Program
NW Regional Office
3190 160th Ave. SE
Bellevue, WA 98008-5452**

Telephone Number: **(425) 649-7263**
Fax Number: **(425) 649-7213**
E-Mail Address: **sada461@ecy.wa.gov**

DEPARTMENT Financial Manager: **Shelly Eisenbarth**

Mailing Address: **Washington State Department of Ecology
Water Quality Program, Financial Management
Section
P.O. Box 47600
Olympia, WA 98504-7600**

Telephone Number: **(360) 407-7039**
Fax Number: **(360) 407-7151**
E-Mail Address: **seis461@ecy.wa.gov**

DEPARTMENT Funding Source: **2007-09 Biennial Capital Budget**

Total Cost: **\$ 980,000**
Total Eligible Cost (TEC): **\$ 980,000**
DEPARTMENT Share: 75% of TEC **\$ 735,000**

RECIPIENT Share: 25% of TEC **\$ 245,000**

DEPARTMENT Maximum
Percentage: **75 percent of TEC**

The effective date of this Agreement is the date this Agreement is signed by the DEPARTMENT's Water Quality Program Manager. Any work performed prior to the effective date of this Agreement, without written Prior Authorization of the DEPARTMENT, will be at the sole expense and risk of the RECIPIENT.

Is Prior Authorization granted by the Water Quality Program Manager? Yes No

If yes, Effective Date: January 31, 2008

With written Prior Authorization from the DEPARTMENT, the RECIPIENT may begin incurring eligible project costs on or after the prior authorization effective date and until the grant agreement is signed. Costs incurred during the prior authorization period are at the sole risk of the applicant. Funds cannot be released until a grant agreement is signed by the Water Quality Program Manager.

This Agreement will expire no later than June 30, 2011

PART II. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT

- A. Project Goals. The overall goals of this project are focused on the protection of the Stillaguamish River and the Snohomish River and include one or more of the following:
1. Removal of non-stormwater discharges to municipal storm sewer systems.
 2. Other stormwater activities, such as planning, mapping, education and outreach, and maintenance.
- B. Water Quality Project Outcomes. The following summarize the results anticipated from the project:
1. Develop a mutual aid cooperative framework that helps develop capabilities to map and maintain drainage systems, and provides maintenance and GIS services, between and among Phase II communities and Snohomish County.
 2. Map and maintain catch basins and other aspects of the drainage system in order to prevent overloading and discharge of accumulated sediments and pollutants.
 3. Train municipal staff in field screening so that they can properly report illicit discharges and spills encountered and initiate proper response on the part of the affected municipality.
- C. Post Project Assessment. The RECIPIENT will submit a brief survey regarding the key project results or water quality project outcomes and status of eventual environmental results or goals three to five years after project completion.

The DEPARTMENT's Performance Measures Lead will make every effort to e-mail the RECIPIENT the Post Project Assessment Survey approximately 60 days prior to the Post Project Assessment Date. This date will generally be three to five years after the Agreement expires. This survey is to be completed by the RECIPIENT and sent as an

e-mail attachment to the DEPARTMENT's Project Manager and the DEPARTMENT's Water Quality Program Performance Measures Lead.

The DEPARTMENT may conduct additional on-site interviews and inspections to gather information for this assessment. The DEPARTMENT will provide the performance measures data to the Legislature, Environmental Protection Agency, and other natural resource agencies in support of continued water quality financial assistance programs.

Post Project Assessment Date: **June 30, 2014**

PART III. PROJECT SUMMARY

The RECIPIENT's objective for this project is to pilot a maintenance crew mutual aid resource among the municipalities of Snohomish County, and establish a Maintenance/Technical Ace Crew (MTAC), with a GIS Support Team (GST). The RECIPIENT will assist smaller communities in the County with services and in developing capabilities for NPDES Phase II permit requirements, including stormwater facilities maintenance, framework development for mapping their MS4s, and initial visual screening of priority basins for illicit discharge.

PART IV. PROJECT BUDGET

ELEMENTS (Tasks or Objects)	TOTAL PROJECT COST (TPC)	TOTAL ELIGIBLE COST (TEC)
1 – Project Administration/Management	\$145,000	\$145,000
2 – Project Set-up	\$ 58,000	\$ 58,000
3 – Maintenance/Tech Ace Crew (MTAC)	\$631,000	\$631,000
4 – GIS Support Team	\$146,000	\$146,000
Total	\$980,000	\$980,000
The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.		
MATCHING REQUIREMENTS		
DEPARTMENT Share: maximum 75% of TEC		\$735,000
RECIPIENT Share: minimum 25% of TEC		\$245,000
Cash \$23,000		
Interlocal \$222,000		
Other types of in-kind, such as volunteer work are not eligible		

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 payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT will manage the project. Efforts will include conducting, coordinating, 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 will carry out this project in accordance with any completion dates outlined in this Agreement.
- C. The RECIPIENT will submit the project documents as requested by the DEPARTMENT's Project Manager or Financial Manager:
- Electronic copy of draft final report **one month prior to expiration date** – one copy to the DEPARTMENT's Project Manager
 - Electronic copy of final project completion report – one copy to the DEPARTMENT's Project Manager and Financial Manager
 - Final project completion reports – two copies to the DEPARTMENT's Project Manager
- D. The RECIPIENT will co-lead with participating cities a mutual aid network consisting initially of Snohomish County, and the participating cities of Lake Stevens, Snohomish, and Granite Falls. The network will be structured to allow later expansion to include more Phase II communities and non-Phase II entities.
- E. The RECIPIENT will, with participating cities, participate in scheduling and executing maintenance and mapping services, with equipment and staffing primarily provided by the Project Team, consisting of the RECIPIENT and participating cities. A contingency of 25% of the total work is included with the cost estimate for the total work to allow for new information, additional facilities for inventory, cost of living increases over the grant term, etc. In the event that the contingency is not fully used, the unused amount may be applied toward new work for additional communities, which may later join the Project Team for Maintenance/Technical Ace Crew (MTAC) or GIS Support Team (GST) services.

F. Required Performance:

1. Effective administration and management of this grant project.
2. Maintenance of all project records.
3. Submittal of all required performance items, progress reports, financial vouchers, and maintenance of all project records.

Task 2 - Project Start-up

- A. The RECIPIENT will, with participating cities, develop mutual aid Inter-Local Agreements (ILAs) as needed for the RECIPIENT and participating cities to assist each other with NPDES and other support services. Support services will include but not be limited to: drainage system inspection and maintenance, mapping, illicit discharge field screening, GIS, education and outreach. Existing ILAs and agreements for street maintenance service will provide a starting framework for review for a mutual aid framework.
- B. The RECIPIENT will review Ground Equipment Maintenance (GEM, <http://www.gematwork.org/>) and other model frameworks for possible adaptation for the MTAC and GST.
- C. The RECIPIENT will submit copies of all interlocal agreements to the DEPARTMENT'S Financial Manager.
- D. Required Performance:
1. ILAs for the cities of Snohomish, Granite Falls, and Lake Stevens. Complete by January 2009.
 2. ILAs for additional participating cities. Complete by Spring of 2009.

Task 3 – Maintenance/Technical Ace Crew (MTAC)

- A. The Maintenance/Technical Ace Crew (MTAC) is a combination vector truck with crew, with expert capabilities in cleaning drainage catch basins and other facilities, and providing GPS mapping of catch basins into a GIS system. The RECIPIENT'S MTAC will help build capabilities within participating cities and service areas, through training and technology transfer.
- B. The RECIPIENT'S MTAC will help participating cities develop an initial information base and operating procedures.
- C. The RECIPIENT'S MTAC will operate a field crew to map and clean catch basins in priority locations, as identified by the participating cities, based on the cities' knowledge of the drainage system, watershed conditions, and water quality of the receiving waters(s). As further information develops based on field observations during cleaning

and mapping activities, the priority locations may be reevaluated and new target areas identified.

- D. The RECIPIENT's MTAC will use the vactoring equipment provided by the participating cities. A participating city receiving the services will provide one staff person to be part of the vactor crew, for work support and training in vactor operations and GPS. The RECIPIENT will purchase one set of GPS equipment and software for the MTAC. The GPS equipment and software will be available for use by the participating cities for supplemental field GPS work when not being used by the MTAC.
- E. The RECIPIENT's MTAC will be trained in visual field observation for illicit discharge detection. Field observations of potential illicit discharges will be compiled and reported to the participating city and the GIS Support Team (GST, see Task 4) for follow up mapping and/or investigation.
- F. The RECIPIENT will purchase two sets of removable magnetic signs to be mounted on the side of each vactor truck used for the MTAC. The signs will educate the public about the purpose of the MTAC and the importance of clean stormwater runoff. The signs will have contact numbers of the local jurisdictions and will be available for the participating cities to use. The RECIPIENT will send the DEPARTMENT an electronic image of the sign.
- G. The RECIPIENT staff is only available for non-County work on Fridays at their overtime rate. Therefore, in order to achieve the project implementation schedule, the RECIPIENT has the DEPARTMENT's authorization to charge the overtime rate to the grant. This initial schedule will allow time to:
- Complete final agreements for project management and execution.
 - Develop the GIS database framework for the long-term mapping effort (to be performed by the GIS Support Team, see Task 4).
 - Compile watershed, water quality, and drainage system information to identify priority locations for maintenance and mapping (done together with the GIS Support Team, see Task 4).
 - Do trial runs on MTAC scheduling to set up and check procedures and resources.
 - Complete final working schedule for the next three years for the MTAC.
 - Develop on-call contractor lists for supplemental work load capacity if needed.
- H. The RECIPIENT, and participating cities, will map and clean the approximately 2,900 catch basins that have been preliminarily identified. Participating cities will report their progress on mapping and cleaning to the RECIPIENT. The RECIPIENT will report progress to the DEPARTMENT.
- I. If necessary to meet the NPDES permit deadline for mapping, the RECIPIENT will use supplemental equipment and crew(s) from the GIS Support Team (GST) or private contractor(s).

J. Required Performance:

1. A mapping and cleaning plan. Complete by September 2008.
2. GPS training for the MTAC Crew for the first city. Complete by November 30, 2008.
3. Training for other cities based on the mapping and cleaning schedule.
4. Illicit Discharge Detection and Elimination (IDDE) training for MTAC Crew for the first city. Complete by November 30, 2008.
5. IDDE training for other cities based on the mapping and cleaning schedule.
6. Include the participating cities' numbers of catch basins cleaned and mapped and percentage completed of the original scheduled cleaning/mapping plan within each quarterly progress report and in the final project report.
7. Include the participating cities' number of potential illicit discharges identified and referrals to the appropriate authority within each quarterly progress report and the final project report.
8. Two sets of removable magnetic signs for the vector trucks. Complete by November 30, 2008.

Task 4 - GIS Support Team (GST)

- A. The RECIPIENT will develop the GIS Support Team (GST), to provide office-based GIS and field GPS support for the participating cities. The GST will help build storm drainage inventory management capabilities within participating cities, through training, technology transfer, and initial set up of a drainage system database.
- B. The RECIPIENT's GST will operate a field crew to map drainage systems in priority locations, as identified by the participating cities, based on knowledge of the drainage system, watershed, and receiving water(s).
- C. The RECIPIENT's GST will provide office GIS support to convert the data points acquired from the MTAC into a GIS storm drain system inventory.
- D. The RECIPIENT's GST will base the GIS data structure on the RECIPIENT's inventory system to allow interchangeability of data, pooling of data by participating cities to form a comprehensive GIS database, facilitating interagency watershed management, and coordination on illicit discharge detection and elimination.
- E. The RECIPIENT will purchase one set of GPS equipment and software for the GST. This equipment and software will be available to participating cities for supplemental field GPS work.

- F. The RECIPIENT will place signs on the sides of the trucks that will be used for the GST. These signs will educate the public about the purpose of the GST and the importance of clean stormwater runoff. The signs will have contact numbers of the local jurisdictions and will be available for the participating cities to use. The RECIPIENT will send the DEPARTMENT an electronic image of the sign.
- G. The RECIPIENT's GST field crew will be trained in visual field observation for illicit discharge detection. Field observations will be compiled and reported to the participating cities for follow up mapping and/or investigation.
- H. In 2008, the RECIPIENT's GST will focus on inventory program and database development for participating cities. During this period, the RECIPIENT will:
- Evaluate existing data on drainage systems for conversion to GIS.
 - Complete final agreements for project management and execution.
 - Develop the GIS database framework for the long-term mapping effort.
 - Compile watershed water quality and drainage system information to identify priority location for mapping (done together with MTAC).
 - Complete final working schedule over the next three years for the GST.
 - Develop on-call contractor lists for supplemental work load capacity if needed.
- I. The RECIPIENT's GST will map an estimated 745 ditch feature points, representing 38,000 linear feet of ditches preliminarily identified, and 700 catch basins. This is in addition to the 2,900 catch basins mapped under the Task 3.
- J. The RECIPIENT will prioritize locations for catch basin cleaning and mapping in the participating cities based on known water quality problems and watershed area. High priority areas will be targeted. As further information develops based on field observations during cleaning and mapping activities, the priority locations may be reevaluated and new target areas identified.
- K. Required Performance:
1. A mapping and cleaning plan. Complete by September 30, 2008. The work may be initially scheduled concentrating with one city to establish procedures, then subsequently may develop into a rotation (weekly, monthly or other basis).
 2. A data dictionary and protocol. Complete by November 2008.
 3. IDDE training for GST crew for the first city. Complete by November 30, 2008.
 4. Include the participating cities' report on the number of features mapped per schedule and percent complete of original scheduled mapping plan within each quarterly progress report and the final project report.
 5. Include the participating cities' number of potential illicit discharges identified and referrals to the appropriate authority within each quarterly progress report and the final project report.

6. Two sets of removable magnetic signs for the trucks. Complete by November 30, 2008.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. **Commencement of Work.** The DEPARTMENT reserves the right to terminate this Agreement if the RECIPIENT does not commence work on the project funded herein within 10 months of the publication date of the FY08 Stormwater Management Implementation Grant Final Offer and Applicant List (dated January 31, 2008). Based on this list date, work must begin by November 30, 2008.
- B. **DEPARTMENT Funding Recognition.** The RECIPIENT will acknowledge and inform the public about DEPARTMENT funding participation in this project through the use of project signs and/or acknowledgement in published materials and 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's Financial Manager upon request.
- C. **Education and Outreach.** The RECIPIENT will provide the DEPARTMENT up to two copies and an electronic copy on CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT will provide a complete description including photographs or printouts of the product.

If there are a significant number of people in the community that speak languages other than English, the RECIPIENT will produce all pamphlets, fliers, meeting notices, reports, and other educational and public outreach materials in English and in the other prevalent language.
- D. **Equipment Purchase.** The following equipment will be eligible for purchase through this project: Two Trimble GeoExplorer XH GPS units with Pathfinder and Terrasync software. The total cost of all equipment purchased under this project will not exceed \$16,000. Changes in equipment type must have prior approval from the DEPARTMENT.
- E. **Interlocal Agreements.** The RECIPIENT will submit one copy of all interlocal agreements relating to the project to the DEPARTMENT's Financial Manager.
- F. **Indirect Rate.** The RECIPIENT may charge an indirect rate of up to 25 percent based on employee's 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. **Interlocal Agreement Development Costs.** Costs may be incurred for the development of the interlocal agreements, project management/administration, and initial set up and training costs for the MTAC and GST. Work under existing minor street improvement

agreements between the County and participating cities may also be included in eligible Interlocal Costs.

H. **Light Refreshments and Meetings.** The RECIPIENT may spend up to \$50 per meeting for light refreshments associated with this project. Prior approval by the DEPARTMENT must be given for expenditures of more than \$50 per meeting. The total amount spent for light refreshments under this Agreement cannot exceed \$300.

I. **Match Requirement.**

Cash Match. The RECIPIENT share for this project must be entirely in the form of cash expenditures or interlocal contributions. In-kind contributions cannot be used to satisfy RECIPIENT grant matching requirements.

Interlocal Match. The RECIPIENT certifies by signing this Agreement that all negotiated interlocal agreements will be consistent with all of the following:

1. Terms of this grant agreement
2. The edition of "Administrative Requirements for Ecology Grants and Loans" that is effective at the signing of this Agreement.
3. Chapter 39.34 RCW Interlocal Cooperation Act

The RECIPIENT will submit a copy of each interlocal agreement to the DEPARTMENT's Financial Manager before credit is given for grant tasks associated with the interlocal agreement.

J. **Minority and Women's Business Participation.** The 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:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

5. 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.

The RECIPIENT will 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:

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

K. **Payment Request Submittals.** The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Supporting Documentation. The RECIPIENT will 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.

Required Forms.

<u>Any Match Combination</u>	<u>Where Applicable</u>
Form A19-1A (original signature)	Form E (ECY 060-12)
Form B1 (ECY 060-3)	Form F (ECY 060-13)
Form C1 (ECY 060-8)	Form H (F-21)
Form D (ECY 060-11)	Form I (ECY 060-15)

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

Reimbursements. Payments will be made on a cost-reimbursable basis.

L. **Procurement.** The RECIPIENT may elect to use its own forces or may contract for professional services necessary to perform and complete project related work. The RECIPIENT will ensure that this project is completed according to the details of this Agreement. By signing this Agreement, the RECIPIENT certifies that all applicable requirements have been satisfied in the procurement of any professional services.

The RECIPIENT certifies by signing this Agreement that all requirements of Chapter 39.80 RCW **Contracts for Architectural and Engineering Services** will be met in selecting qualified architectural/engineering services. The RECIPIENT will also identify and separate eligible and ineligible project costs in the final negotiated agreement and will submit a copy of this agreement to the DEPARTMENT's Financial Manager.

- M. **Progress Reports.** The RECIPIENT will submit quarterly Progress Reports to the DEPARTMENT's Financial Manger and Project Manager. Payment requests will not be processed without a Progress Report.

Reporting Periods.

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Reporting Due Date. Quarterly Progress Reports are due 30 days following the end of the quarter.

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 and any additional pertinent information specified in this Agreement.

Maintenance/Technical Ace Crew with GIS Support Team Project
Snohomish County
Grant No. G0800610 *B*

PART VII. ALL WRITINGS CONTAINED HEREIN

This Agreement, the appended GENERAL TERMS AND CONDITIONS (Attachment 1); the DEPARTMENT's current edition of Administrative Requirements for Ecology Grants and Loans, the FY 2008 Stormwater Management Implementation Grant Program Guidelines, the Low Impact Development Technical Guidance Manual For Puget Sound, and the applicable regional stormwater manual, referenced in Attachment 2; contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth or incorporated by reference. No subsequent modification(s) or amendment(s) 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.

IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

SNOHOMISH COUNTY

[Signature]

KELLY SUSEWIND, P.E., P.G.
INTERIM WATER QUALITY
PROGRAM MANAGER

DATE

[Signature]

AARON REARDON
COUNTY EXECUTIVE
PETER B. CAMP
Executive Director

9/25/08

DATE

Approved as to form only:

[Signature]

Deputy Prosecuting Attorney

8/14/08

DATE

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL
(Revised 05/27/08)

COUNCIL USE ONLY	
Approved: _____	<i>9.22.08</i>
Docfile: _____	<i>D-8</i>

ATTACHMENT 1
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

1. 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.

2. 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.

3. 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.

4. 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 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.6. 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 thereunder 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 mutually 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 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 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 Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 04/04

ATTACHMENT 2

WATER QUALITY PROGRAM'S FINANCIAL MANAGEMENT PUBLICATIONS

1. Administrative Requirements for Ecology Grants and Loans, Publication No. 91-18 (September 2005).
2. FY 2008 Stormwater Management Implementation Grant Program Guidelines, Publication No. 07-10-067.
3. Low Impact Development Technical Guidance Manual for Puget Sound, Publication No. PSAT 05-03.
4. 2005 Stormwater Management Manual for Western Washington: Volume I-V, Publication No. 05-10-029/030/031/032/033
5. Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, Publication No. 04-03-030 (July 2004).
6. Stream Habitat Restoration Guidelines (2004), <http://wdfw.wa.gov/hab/ahg/shrg/index.htm>

EXHIBIT B
Interlocal Agreement for Mutual Aid and Cooperation in Stormwater Management
Activities

[See Attached]

AFTER RECORDING RETURN TO:
BARBARA SIKORSKI
SNOHOMISH COUNTY COUNCIL
3000 ROCKEFELLER AVENUE, MS 609
EVERETT, WA 98201



**INTERLOCAL AGREEMENT FOR MUTUAL AID AND COOPERATION IN
STORMWATER MANAGEMENT ACTIVITIES**

This INTERLOCAL AGREEMENT FOR MUTUAL AID AND COOPERATION IN STORMWATER MANAGEMENT ACTIVITIES (this "Agreement") is made and entered into as of this _____ day of June, 2009, by and among **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the "County"), the **CITY OF LAKE STEVENS**, a Washington municipal corporation ("Lake Stevens"), the **CITY OF SNOHOMISH**, a Washington municipal corporation ("Snohomish"), the **CITY OF GRANITE FALLS**, a Washington municipal corporation ("Granite Falls"), the **CITY OF GOLD BAR**, a Washington municipal corporation ("Gold Bar"), and the **CITY OF SULTAN**, a Washington municipal corporation ("Sultan," and, together with Lake Stevens, Snohomish, Granite Falls and Gold Bar, the "Cities").

RECITALS

A. The County and the Washington Department of Ecology ("DOE") have entered into that certain Stormwater Management Implementation Grant Program Funding Agreement Between the State of Washington Department of Ecology and Snohomish County, having an effective date of January 31, 2008, and an Ecology Grant Number of G0800610 (the "Grant Document"). A true and correct copy of the Grant Document is attached to this Agreement as Exhibit A.

B. Pursuant to the Grant Document, DOE will provide certain funds to the County to enable the County to launch a pilot program intended to enhance mutual aid, cooperation and collaboration between local governmental entities in the field of stormwater management, as more fully described in the Grant Document (the "Mutual Aid Program").

C. The goals of the Mutual Aid Program are to improve water quality and protect the Stillaguamish River and the Snohomish River by increasing the quality and efficiency of basin-wide stowmwater management activities and support services, including, but not limited to those activities and services set forth in the parties' respective National Pollutant Discharge Elimination System municipal stormwater permits issued by DOE.

D. Part V, Task 1, Paragraph D and Part V, Task 2, Paragraph D(1) of the Grant Document anticipate that Lake Stevens, Snohomish and Granite Falls will be initial municipal participants in the Mutual Aid Program, and Part V, Task 2, Paragraph D(2) of the Grant Document anticipates that additional cities may participate..

E. The County and the Cities now desire to create a Mutual Aid Program that will facilitate increased efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge and equipment, and facilities used in the construction, maintenance and support of the parties' respective stormwater facilities and stormwater management systems, 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, the County and the Cities agree as follows:

1. TERM

1.1 Initial Term

The initial term of this Agreement shall be for five (5) years (the "Initial Term"), commencing at 5:00 p.m. on June 19, 2009 (the "Effective Date"), and continuing through the date that is one day prior to the fifth (5th) anniversary of the Effective Date (the "Expiration Date"), provided, however, that the County's obligations after December 31, 2009, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law.

1.2 Extensions

The term of this Agreement may be extended for up to two (2) additional periods of five (5) years each (respectively, the "First Extended Term" and the "Second Extended Term"). Should one or more of the parties desire to extend the term of this Agreement, such party or parties shall deliver a written request for extension to each of the other parties no later than ninety (90) days prior to the date on which the Agreement is then scheduled to expire. Extension of the Agreement shall be effective upon full execution and recording of an amendment substantially in the form attached to this Agreement as Exhibit B.

2. ESTABLISHMENT OF MUTUAL AID PROGRAM

The County and the Cities hereby establish a Mutual Aid Program pursuant to which each of the parties may provide and/or request from any or all of the other parties assistance with Stormwater Management Activities (as such term is defined in Section 3 below). Each party to this Agreement shall designate an individual (an "Administrator") to oversee and administer such party's participation in the Mutual Aid Program established by this Agreement. The parties' initial Administrators shall be the individuals specified in

Section 18 below. Any party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties to this Agreement. The Administrators shall meet from time to time, as may be necessary or convenient to discuss issues pertinent to the Mutual Aid Program and/or to establish procedures or processes intended to facilitate the success and effectiveness of the Mutual Aid Program.

3. DEFINITION OF STORMWATER MANAGEMENT ACTIVITIES

For purposes of this Agreement, the term "Stormwater Management Activities" shall refer to any activities, undertakings or issues related to stormwater management, including, by way of illustration but not by way of limitation, any of the following: (i) design of stormwater facilities; (ii) construction of stormwater facilities; (iii) system mapping of stormwater facilities; (iv) evaluation of stormwater facilities; (v) maintenance and repair of stormwater facilities; (vi) water quality sampling; (vii) detection of illicit discharges; (viii) public outreach and education; (ix) training personnel to understand issues and perform activities related to stormwater management; and/or (x) complying with regulatory requirements, including, but not limited to, the terms and conditions of NPDES permits.

4. DEFINITION OF SERVICES

For purposes of this Agreement, the term "Services" shall refer to the provision of labor, expertise or other consulting services regarding one or more Stormwater Management Activities.

5. DEFINITION OF EQUIPMENT

For purposes of this Agreement, the term "Equipment" shall refer to any materials, tools, machinery, equipment, supplies, facilities, or other personal property used in performing one or more Stormwater Management Activities.

6. REQUESTS FOR ASSISTANCE

Should any party to this Agreement desire to obtain Services from and/or to use the Equipment of one or more other parties to this Agreement, the party desiring to obtain Services from and/or to use Equipment of another party (the "Requesting Party") shall deliver a written request, substantially in the form attached to this Agreement as Exhibit C (a "Request for Assistance"), to the party or parties from whom the requesting party desires to obtain Services and/or Equipment (each such party, a "Responding Party"). Each Request for Assistance delivered pursuant to this Agreement shall describe the following with reasonable detail: (i) the type of Services and/or Equipment the requesting party desires; (ii) the location(s) at which the Services and/or Equipment would be delivered and used; (iii) the timeline pursuant to which the requesting party desires to use the Services and/or Equipment; and (iv) any other information pertinent to the request.

7. RESPONDING TO REQUESTS FOR ASSISTANCE

Any party who receives a Request for Assistance pursuant to this Agreement shall respond in writing to such Request for Assistance within ten (10) business days after the date on which the Request for Assistance is received (response may be via email). Each response to a Request for Assistance (a "Response") shall state (i) whether or not the Responding Party is able to accommodate the Request for Assistance (or, if the Responding Party is able to accommodate some but not all of the Request for Assistance, then the Response shall describe which portions of the Request for Assistance can be accommodated and which cannot); and (ii) the estimated costs of fulfilling the Request for Assistance (or portion thereof).

8. ACCEPTING OR REJECTING A RESPONSE

If a Response indicates that the Responding Party could accommodate all or any portion of the Requesting Party's Request for Assistance, the Requesting Party shall, within ten (10) business days after receiving such Response, notify the Responding Party in writing whether the Requesting Party accepts or rejects the terms contained in the Response (notification may be via email). If the Requesting Party accepts the terms contained in the Response, then the Responding Party shall perform the Services and/or supply the Equipment agreed upon. If the Requesting Party rejects the terms contained in the Response, then neither party shall have any further obligation to the other with respect to that Request for Assistance.

9. COST REIMBURSEMENT

Any party that receives Services or Equipment from another party pursuant to this Agreement shall reimburse the party that provided the Services or Equipment for the providing party's actual costs incurred in providing same, including reimbursement for any reasonable administrative overhead and/or project management costs incurred. A party that supplies Services and/or Equipment to another party under this Agreement shall deliver to the party that received such Services and/or Equipment a written invoice detailing the actual costs incurred by the providing party in supplying the Services and/or Equipment at issue, including any administrative overhead and/or project management costs. The receiving party shall pay the providing party's invoice within thirty (30) days of receiving same.

10. MAINTENANCE AND OPERATION OF EQUIPMENT

10.1 Care and Maintenance

A party receiving Equipment pursuant to this Agreement shall be responsible for the proper care, use, maintenance and security of the Equipment from the time the receiving party receives the Equipment until the Equipment is returned to the providing party. Should any Equipment be returned to a providing party in a damaged or deteriorated condition (not attributable to normal wear and tear during proper use), the party that returned the Equipment

in a damaged or deteriorated condition shall pay the party that provided the Equipment the costs of repairing or replacing the Equipment at issue.

10.2 Use and Operation

Each party receiving Equipment pursuant to this Agreement hereby covenants to the party providing the Equipment that the receiving party shall permit the equipment to be used only by properly trained and supervised operators. Each party to this Agreement shall have the right to require that all or any portion of the Equipment it provides to another party pursuant to this Agreement must be used and/or operated only by the providing party's personnel. In such event, the labor performed by the providing party's personnel in operating the Equipment shall constitute Services rendered under this Agreement.

10.3 Independent Capacity

The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. COVENANT TO COOPERATE

The County and each of the Cities 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.

12. RIGHT TO REFUSE PERFORMANCE IN EVENT OF EMERGENCY

Notwithstanding anything to the contrary contained elsewhere in this Agreement, the County and each of the Cities understands and agrees that each party's primary responsibility is to its own citizens and/or constituents, and that such responsibility takes precedence over any commitment made pursuant to this Agreement to provide Services and/or Equipment to one or more of the other parties to this Agreement. Accordingly, any party to this Agreement shall be excused from providing Services and/or Equipment to any other party during the occurrence of a bona-fide emergency if such party has a good-faith belief that it needs some or all of the resources at issue for its own use in responding to the emergency.

13. RIGHT OF ENTRY

A party receiving Services pursuant to this Agreement shall ensure that the party providing those Services has reasonable access to the location(s) at which such Services are to be provided.

14. COMPLIANCE WITH LAWS

The County and the Cities 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.

15. INTERLOCAL COOPERATION ACT (Chapter 39.34 RCW)

The purpose of this Agreement is to create a pilot program intended to increase the quality and efficiency of basin-wide stormwater management activities and support services by enhancing mutual aid, cooperation and collaboration between local governmental entities in the field of stormwater management. 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 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.

16. 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 17.1 below) of the indemnifying party under this Agreement. The provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement.

17. DEFAULT AND REMEDIES

17.1 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.

17.2 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 17.1 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.

18. 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 as follows:

To the County:

Snohomish County
Department of Public Works
Surface Water Management Division
3000 Rockefeller Avenue, M/S 604
Everett, WA 98201
Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Lake Stevens:

The City of Lake Stevens

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Snohomish:

The City of Snohomish

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Granite Falls:

The City of Granite Falls

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Sultan:

The City of Sultan

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Gold Bar:

The City of Gold Bar

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

Any party hereto may, by reasonable notice to the other parties, designate such other address, or facsimile telephone number for the giving of notices as deemed necessary. 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.

19. PARTIES

19.1 Parties to this Agreement

The parties anticipate that certain Cities 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 the County and those Cities that execute this Agreement before 5:00 p.m. on June 19, 2009. The failure of any City named in the preamble to this Agreement to execute this Agreement before 5:00 p.m. on June 19, 2009, 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 June 19, 2009.

19.2 Additional Parties

Additional governmental entities and/or communities, including, but not limited to, other municipal corporations, counties, special purpose districts, school districts, transportation agencies and/or other types of local governmental agencies, may, in the future, elect to participate in the Mutual Aid Program established by this Agreement by executing an addendum to this Agreement, substantially in the form attached hereto as Exhibit D. In order to become effective, each such addendum must be executed not only by the party desiring to begin participation in the Mutual Aid Program, but also by all current parties to this Agreement, and the Addendum must then be recorded.

20. MISCELLANEOUS

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

20.6 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.

20.7 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.

20.8 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.

20.9 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 - Amendment Extending Term
- EXHIBIT C - Request for Assistance
- EXHIBIT D - Addendum Adding an Additional Party

20.10 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.]

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

THE COUNTY:

LAKE STEVENS:

Snohomish County, a political subdivision of the State of Washington

The City of Lake Stevens, a Washington municipal corporation

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

SNOHOMISH:

GRANITE FALLS:

The City of Snohomish, 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.]

SULTAN:

The City of Sultan, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

GOLD BAR:

The City of Gold Bar, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

[The remainder of this page is intentionally let blank.]

**EXHIBIT A
Grant Document**

[See Attached.]

EXHIBIT B
Amendment Extending Term

AFTER RECORDING RETURN TO:
BARBARA SIKORSKI SNOHOMISH COUNTY COUNCIL
3000 ROCKEFELLER AVENUE, MS 609
EVERETT, WA 98201

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR MUTUAL AID AND
COOPERATION IN STORMWATER MANAGEMENT ACTIVITIES**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR MUTUAL AID AND COOPERATION IN STORMWATER MANAGEMENT ACTIVITIES (this "Amendment") is entered into as of this ____ day of _____, 20____ (the "Effective Date"), by and among by and among **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the "County"), the **CITY OF LAKE STEVENS**, a Washington municipal corporation ("Lake Stevens"), the **CITY OF SNOHOMISH**, a Washington municipal corporation ("Snohomish"), the **CITY OF GRANITE FALLS**, a Washington municipal corporation ("Granite Falls"), the **CITY OF GOLD BAR**, a Washington municipal corporation ("Gold Bar"), and the **CITY OF SULTAN**, a Washington municipal corporation ("Sultan," and, together with Lake Stevens, Snohomish, Granite Falls and Gold Bar, the "Cities").

RECITALS

A. The County and the Cities are the parties to that certain INTERLOCAL AGREEMENT FOR COOPERATIVE STORMWATER MANAGEMENT ACTIVITIES (the "Agreement") dated June _____, 2009, and recorded under Auditor's File No. _____, pursuant to which the County and the Cities have established a mutual aid program (the "Mutual Aid Program") intended to increase the quality and efficiency of basin-wide stormwater management activities and support services by enhancing mutual aid, cooperation and collaboration between local governmental entities in the field of stormwater management.

B. The term of the Agreement is scheduled to expire on _____, 20____ (the "Original Expiration Date").

C. The County and the Cities now desire to extend the term of the Agreement for a period of five (5) years (the "First Extended Term"), as permitted by Section 1.2 of the Agreement.

D. Capitalized terms used and not defined in this Amendment shall have the meanings given to them in the Agreement.

AGREEMENT

In consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities agree as follows:

1. EXTENSION OF TERM

The term of the Agreement is hereby extended for an additional period of five (5) years, as permitted by Section 1.2 of the Agreement. The new "Expiration Date" of the Agreement shall be the date that is one day prior to the fifth anniversary of the Original Expiration Date.

2. RATIFICATION

Except as expressly modified by this Amendment, the Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

3. EXECUTION IN COUNTERPARTS

This Amendment may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

[Signature page follows.]

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

THE COUNTY:

LAKE STEVENS:

Snohomish County, a political subdivision of the State of Washington

The City of Lake Stevens, a Washington municipal corporation

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

SNOHOMISH:

GRANITE FALLS:

The City of Snohomish, 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.]

SULTAN:

The City of Sultan, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

GOLD BAR:

The City of Gold Bar, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

EXHIBIT D
Form of Request for Assistance



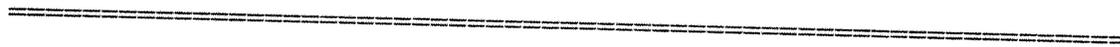
SNOHOMISH COUNTY PUBLIC WORKS DEPARTMENT
SURFACE WATER MANAGEMENT DIVISION
3000 Rockefeller Avenue, MS-607
Everett, WA 98201
425.388.3464 (PH)
425.388.3455 (FAX)

REQUEST FOR ASSISTANCE

DATE SUBMITTED _____

AGENCY _____

AUTHORIZED BY _____



SERVICES TO BE PERFORMED (attach additional pages if needed)

REQUESTED COMPLETION DATE _____

ESTIMATED PRICE _____

INTERLOCAL AGREEMENT FOR MUTUAL AID AND COOPERATION
IN STORMWATER MANAGEMENT ACTIVITIES

COUNTY REIMBURSEMENT NUMBER _____

APPROVED BY _____ DATE _____

SIGNATURE DIVISION SUPERVISOR _____

COMPLETION DATE _____

EXHIBIT D
Addendum Adding an Additional Party

AFTER RECORDING RETURN TO:
BARBARA SIKORSKI SNOHOMISH COUNTY COUNCIL
3000 ROCKEFELLER AVENUE, MS 609
EVERETT, WA 98201

**FIRST ADDENDUM TO INTERLOCAL AGREEMENT FOR MUTUAL AID AND
COOPERATION IN STORMWATER MANAGEMENT ACTIVITIES**

THIS FIRST ADDENDUM TO INTERLOCAL AGREEMENT FOR MUTUAL AID AND COOPERATION IN STORMWATER MANAGEMENT ACTIVITIES (this "Addendum") is entered into as of this ____ day of _____, 20____ (the "Effective Date"), by and among by and among **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the "County"), the **CITY OF LAKE STEVENS**, a Washington municipal corporation ("Lake Stevens"), the **CITY OF SNOHOMISH**, a Washington municipal corporation ("Snohomish"), the **CITY OF GRANITE FALLS**, a Washington municipal corporation ("Granite Falls"), the **CITY OF GOLD BAR**, a Washington municipal corporation ("Gold Bar"), the **CITY OF SULTAN**, a Washington municipal corporation ("Sultan"), and the *[INSERT NAME OF NEW PARTY]*, a Washington municipal corporation (" *[INSERT NAME]* ").

RECITALS

A. The County, Lake Stevens, Snohomish, Granite Falls, Gold Bar and Sultan are the parties to that certain INTERLOCAL AGREEMENT FOR COOPERATIVE STORMWATER MANAGEMENT ACTIVITIES (the "Agreement") dated June _____, 2009, and recorded under Auditor's File No. _____, pursuant to which the County, Lake Stevens, Snohomish, Granite Falls, and Sultan have established a mutual aid program (the "Mutual Aid Program") intended to increase the quality and efficiency of basin-wide stowmwater management activities and support services by enhancing mutual aid, cooperation and collaboration between local governmental entities in the field of stormwater management.

B. The City of _____ (" *[INSERT NAME]* "), a Washington municipal corporation, now desires to participate in the Mutual Aid Program, as permitted by Section 7 of the Agreement, and the County, Lake Stevens, Snohomish, Granite

Falls, Gold Bar and Sultan are willing to permit *[INSERT NAME]* to participate in the Mutual Aid Program by becoming a party to the Agreement.

C. Capitalized terms used and not defined in this Addendum shall have the meanings given to them in the Agreement.

AGREEMENT

In consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities agree as follows:

1. ADDITION OF PARTY TO THE AGREEMENT

[INSERT NAME] is hereby added as a party to the Agreement, effective as of the date of this Addendum. All references in the Agreement to the term "Cities" shall henceforth be deemed to include *[INSERT NAME]*. All terms and conditions of the Agreement applicable to the Cities shall now also apply to *[INSERT NAME]*.

2. RATIFICATION

Except as expressly modified by this Addendum, the Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

3. EXECUTION IN COUNTERPARTS

This Addendum may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

[Signature page follows.]

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

[INSERT NAME]:

The City of *[INSERT NAME]*, 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

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

Deputy Prosecuting Attorney

LAKE STEVENS:

The City of Lake Stevens, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

[Additional signatures on following page.]

GRANITE FALLS:

The City of Granite Falls, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

SULTAN:

The City of Sultan, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

GOLD BAR:

The City of Gold Bar, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

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

AFTER RECORDING RETURN TO:
BARBARA SIKORSKI
SNOHOMISH COUNTY COUNCIL
3000 ROCKEFELLER AVENUE, MS 609
EVERETT, WA 98201

**INTERLOCAL AGREEMENT FOR MUTUAL AID AND COOPERATION IN
STORMWATER MANAGEMENT ACTIVITIES**

This INTERLOCAL AGREEMENT FOR MUTUAL AID AND COOPERATION IN STORMWATER MANAGEMENT ACTIVITIES (this "Agreement") is made and entered into as of this _____ day of June, 2009, by and among **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the "County"), the **CITY OF LAKE STEVENS**, a Washington municipal corporation ("Lake Stevens"), the **CITY OF SNOHOMISH**, a Washington municipal corporation ("Snohomish"), the **CITY OF GRANITE FALLS**, a Washington municipal corporation ("Granite Falls"), the **CITY OF GOLD BAR**, a Washington municipal corporation ("Gold Bar"), and the **CITY OF SULTAN**, a Washington municipal corporation ("Sultan," and, together with Lake Stevens, Snohomish, Granite Falls and Gold Bar, the "Cities").

RECITALS

A. The County and the Washington Department of Ecology ("DOE") have entered into that certain Stormwater Management Implementation Grant Program Funding Agreement Between the State of Washington Department of Ecology and Snohomish County, having an effective date of January 31, 2008, and an Ecology Grant Number of G0800610 (the "Grant Document"). A true and correct copy of the Grant Document is attached to this Agreement as Exhibit A.

B. Pursuant to the Grant Document, DOE will provide certain funds to the County to enable the County to launch a pilot program intended to enhance mutual aid, cooperation and collaboration between local governmental entities in the field of stormwater management, as more fully described in the Grant Document (the "Mutual Aid Program").

C. The goals of the Mutual Aid Program are to improve water quality and protect the Stillaguamish River and the Snohomish River by increasing the quality and efficiency of basin-wide stormwater management activities and support services, including, but not limited to those activities and services set forth in the parties' respective National Pollutant Discharge Elimination System municipal stormwater permits issued by DOE.

D. Part V, Task 1, Paragraph D and Part V, Task 2, Paragraph D(1) of the Grant Document anticipate that Lake Stevens, Snohomish and Granite Falls will be initial municipal participants in the Mutual Aid Program, and Part V, Task 2, Paragraph D(2) of the Grant Document anticipates that additional cities may participate..

E. The County and the Cities now desire to create a Mutual Aid Program that will facilitate increased efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge and equipment, and facilities used in the construction, maintenance and support of the parties' respective stormwater facilities and stormwater management systems, 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, the County and the Cities agree as follows:

1. TERM

1.1 Initial Term

The initial term of this Agreement shall be for five (5) years (the "Initial Term"), commencing at 5:00 p.m. on June 19, 2009 (the "Effective Date"), and continuing through the date that is one day prior to the fifth (5th) anniversary of the Effective Date (the "Expiration Date"), provided, however, that the County's obligations after December 31, 2009, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law.

1.2 Extensions

The term of this Agreement may be extended for up to two (2) additional periods of five (5) years each (respectively, the "First Extended Term" and the "Second Extended Term"). Should one or more of the parties desire to extend the term of this Agreement, such party or parties shall deliver a written request for extension to each of the other parties no later than ninety (90) days prior to the date on which the Agreement is then scheduled to expire. Extension of the Agreement shall be effective upon full execution and recording of an amendment substantially in the form attached to this Agreement as Exhibit B.

2. ESTABLISHMENT OF MUTUAL AID PROGRAM

The County and the Cities hereby establish a Mutual Aid Program pursuant to which each of the parties may provide and/or request from any or all of the other parties assistance with Stormwater Management Activities (as such term is defined in Section 3 below). Each party to this Agreement shall designate an individual (an "Administrator") to oversee and administer such party's participation in the Mutual Aid Program established by this Agreement. The parties' initial Administrators shall be the individuals specified in

Section 18 below. Any party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties to this Agreement. The Administrators shall meet from time to time, as may be necessary or convenient to discuss issues pertinent to the Mutual Aid Program and/or to establish procedures or processes intended to facilitate the success and effectiveness of the Mutual Aid Program.

3. DEFINITION OF STORMWATER MANAGEMENT ACTIVITIES

For purposes of this Agreement, the term "Stormwater Management Activities" shall refer to any activities, undertakings or issues related to stormwater management, including, by way of illustration but not by way of limitation, any of the following: (i) design of stormwater facilities; (ii) construction of stormwater facilities; (iii) system mapping of stormwater facilities; (iv) evaluation of stormwater facilities; (v) maintenance and repair of stormwater facilities; (vi) water quality sampling; (vii) detection of illicit discharges; (viii) public outreach and education; (ix) training personnel to understand issues and perform activities related to stormwater management; and/or (x) complying with regulatory requirements, including, but not limited to, the terms and conditions of NPDES permits.

4. DEFINITION OF SERVICES

For purposes of this Agreement, the term "Services" shall refer to the provision of labor, expertise or other consulting services regarding one or more Stormwater Management Activities.

5. DEFINITION OF EQUIPMENT

For purposes of this Agreement, the term "Equipment" shall refer to any materials, tools, machinery, equipment, supplies, facilities, or other personal property used in performing one or more Stormwater Management Activities.

6. REQUESTS FOR ASSISTANCE

Should any party to this Agreement desire to obtain Services from and/or to use the Equipment of one or more other parties to this Agreement, the party desiring to obtain Services from and/or to use Equipment of another party (the "Requesting Party") shall deliver a written request, substantially in the form attached to this Agreement as Exhibit C (a "Request for Assistance"), to the party or parties from whom the requesting party desires to obtain Services and/or Equipment (each such party, a "Responding Party"). Each Request for Assistance delivered pursuant to this Agreement shall describe the following with reasonable detail: (i) the type of Services and/or Equipment the requesting party desires; (ii) the location(s) at which the Services and/or Equipment would be delivered and used; (iii) the timeline pursuant to which the requesting party desires to use the Services and/or Equipment; and (iv) any other information pertinent to the request.

7. RESPONDING TO REQUESTS FOR ASSISTANCE

Any party who receives a Request for Assistance pursuant to this Agreement shall respond in writing to such Request for Assistance within ten (10) business days after the date on which the Request for Assistance is received (response may be via email). Each response to a Request for Assistance (a "Response") shall state (i) whether or not the Responding Party is able to accommodate the Request for Assistance (or, if the Responding Party is able to accommodate some but not all of the Request for Assistance, then the Response shall describe which portions of the Request for Assistance can be accommodated and which cannot); and (ii) the estimated costs of fulfilling the Request for Assistance (or portion thereof).

8. ACCEPTING OR REJECTING A RESPONSE

If a Response indicates that the Responding Party could accommodate all or any portion of the Requesting Party's Request for Assistance, the Requesting Party shall, within ten (10) business days after receiving such Response, notify the Responding Party in writing whether the Requesting Party accepts or rejects the terms contained in the Response (notification may be via email). If the Requesting Party accepts the terms contained in the Response, then the Responding Party shall perform the Services and/or supply the Equipment agreed upon. If the Requesting Party rejects the terms contained in the Response, then neither party shall have any further obligation to the other with respect to that Request for Assistance.

9. COST REIMBURSEMENT

Any party that receives Services or Equipment from another party pursuant to this Agreement shall reimburse the party that provided the Services or Equipment for the providing party's actual costs incurred in providing same, including reimbursement for any reasonable administrative overhead and/or project management costs incurred. A party that supplies Services and/or Equipment to another party under this Agreement shall deliver to the party that received such Services and/or Equipment a written invoice detailing the actual costs incurred by the providing party in supplying the Services and/or Equipment at issue, including any administrative overhead and/or project management costs. The receiving party shall pay the providing party's invoice within thirty (30) days of receiving same.

10. MAINTENANCE AND OPERATION OF EQUIPMENT

10.1 Care and Maintenance

A party receiving Equipment pursuant to this Agreement shall be responsible for the proper care, use, maintenance and security of the Equipment from the time the receiving party receives the Equipment until the Equipment is returned to the providing party. Should any Equipment be returned to a providing party in a damaged or deteriorated condition (not attributable to normal wear and tear during proper use), the party that returned the Equipment

in a damaged or deteriorated condition shall pay the party that provided the Equipment the costs of repairing or replacing the Equipment at issue.

10.2 Use and Operation

Each party receiving Equipment pursuant to this Agreement hereby covenants to the party providing the Equipment that the receiving party shall permit the equipment to be used only by properly trained and supervised operators. Each party to this Agreement shall have the right to require that all or any portion of the Equipment it provides to another party pursuant to this Agreement must be used and/or operated only by the providing party's personnel. In such event, the labor performed by the providing party's personnel in operating the Equipment shall constitute Services rendered under this Agreement.

10.3 Independent Capacity

The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. COVENANT TO COOPERATE

The County and each of the Cities 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.

12. RIGHT TO REFUSE PERFORMANCE IN EVENT OF EMERGENCY

Notwithstanding anything to the contrary contained elsewhere in this Agreement, the County and each of the Cities understands and agrees that each party's primary responsibility is to its own citizens and/or constituents, and that such responsibility takes precedence over any commitment made pursuant to this Agreement to provide Services and/or Equipment to one or more of the other parties to this Agreement. Accordingly, any party to this Agreement shall be excused from providing Services and/or Equipment to any other party during the occurrence of a bona-fide emergency if such party has a good-faith belief that it needs some or all of the resources at issue for its own use in responding to the emergency.

13. RIGHT OF ENTRY

A party receiving Services pursuant to this Agreement shall ensure that the party providing those Services has reasonable access to the location(s) at which such Services are to be provided.

14. COMPLIANCE WITH LAWS

The County and the Cities 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.

15. INTERLOCAL COOPERATION ACT (Chapter 39.34 RCW)

The purpose of this Agreement is to create a pilot program intended to increase the quality and efficiency of basin-wide stormwater management activities and support services by enhancing mutual aid, cooperation and collaboration between local governmental entities in the field of stormwater management. 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 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.

16. 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 17.1 below) of the indemnifying party under this Agreement. The provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement.

17. DEFAULT AND REMEDIES

17.1 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.

17.2 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 17.1 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.

18. 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 as follows:

To the County:

Snohomish County
Department of Public Works
Surface Water Management Division
3000 Rockefeller Avenue, M/S 604
Everett, WA 98201
Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Lake Stevens:

The City of Lake Stevens

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Snohomish:

The City of Snohomish

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Granite Falls:

The City of Granite Falls

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

To Sultan:

To Gold Bar:

The City of Sultan

The City of Gold Bar

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

Attention _____
Telephone: (425) _____
Facsimile: (425) _____
Email: _____

Any party hereto may, by reasonable notice to the other parties, designate such other address, or facsimile telephone number for the giving of notices as deemed necessary. 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.

19. PARTIES

19.1 Parties to this Agreement

The parties anticipate that certain Cities 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 the County and those Cities that execute this Agreement before 5:00 p.m. on June 19, 2009. The failure of any City named in the preamble to this Agreement to execute this Agreement before 5:00 p.m. on June 19, 2009, 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 June 19, 2009.

19.2 Additional Parties

Additional governmental entities and/or communities, including, but not limited to, other municipal corporations, counties, special purpose districts, school districts, transportation agencies and/or other types of local governmental agencies, may, in the future, elect to participate in the Mutual Aid Program established by this Agreement by executing an addendum to this Agreement, substantially in the form attached hereto as Exhibit D. In order to become effective, each such addendum must be executed not only by the party desiring to begin participation in the Mutual Aid Program, but also by all current parties to this Agreement, and the Addendum must then be recorded.

20. MISCELLANEOUS

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

20.6 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.

20.7 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.

20.8 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.

20.9 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 - Amendment Extending Term
- EXHIBIT C - Request for Assistance
- EXHIBIT D - Addendum Adding an Additional Party

20.10 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.]

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

THE COUNTY:

LAKE STEVENS:

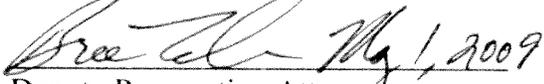
Snohomish County, a political subdivision of the State of Washington

The City of Lake Stevens, a Washington municipal corporation

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Form:


Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

SNOHOMISH:

GRANITE FALLS:

The City of Snohomish, 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.]

SULTAN:

The City of Sultan, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

GOLD BAR:

The City of Gold Bar, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

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

**EXHIBIT A
Grant Document**

[See Attached.]

EXHIBIT A

**STORMWATER MANAGEMENT IMPLEMENTATION GRANT PROGRAM
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 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: Maintenance/Technical Ace Crew with GIS Support Team Project

Ecology Grant Number: G0800610

RECIPIENT Name: Snohomish County
**Mailing Address: 3000 Rockefeller Avenue, MS-607
Everett, WA 98201**

RECIPIENT Contact Information: Arthur Lee
Telephone Number: 425-388-3812
Fax Number: 425-388-6455
E-Mail Address: arthur.lee@co.snohomish.wa.us

RECIPIENT Billing Contact: Evelyn Fotheringill
Telephone Number: 425-388-6675
Fax Number: 425-388-6449
E-Mail Address: evelyn.fotheringill@co.snohomish.wa.us

Disbursement Name: Snohomish County
**Address: 3000 Rockefeller Avenue, MS-407
Everett, WA 98201**

RECIPIENT Federal ID Number: 91-6001368

Maintenance/Technical Ace Crew with GIS Support Team Project
Snohomish County
Grant No. G0800610

DEPARTMENT Project Manager: **Sarah Davenport-Smith**

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Water Quality Program
NW Regional Office
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Telephone Number: **(425) 649-7263**
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DEPARTMENT Financial Manager: **Shelly Eisenbarth**

Mailing Address: **Washington State Department of Ecology
Water Quality Program, Financial Management
Section
P.O. Box 47600
Olympia, WA 98504-7600**

Telephone Number: **(360) 407-7039**
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E-Mail Address: **seis461@ecy.wa.gov**

DEPARTMENT Funding Source: **2007-09 Biennial Capital Budget**

Total Cost: **\$ 980,000**
Total Eligible Cost (TEC): **\$ 980,000**
DEPARTMENT Share: 75% of TEC **\$ 735,000**

RECIPIENT Share: 25% of TEC **\$ 245,000**

DEPARTMENT Maximum
Percentage: **75 percent of TEC**

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The effective date of this Agreement is the date this Agreement is signed by the DEPARTMENT's Water Quality Program Manager. Any work performed prior to the effective date of this Agreement, without written Prior Authorization of the DEPARTMENT, will be at the sole expense and risk of the RECIPIENT.

Is Prior Authorization granted by the Water Quality Program Manager? Yes No

If yes, Effective Date: **January 31, 2008**

With written Prior Authorization from the DEPARTMENT, the RECIPIENT may begin incurring eligible project costs on or after the prior authorization effective date and until the grant agreement is signed. Costs incurred during the prior authorization period are at the sole risk of the applicant. Funds cannot be released until a grant agreement is signed by the Water Quality Program Manager.

This Agreement will expire no later than **June 30, 2011**

PART II. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT

- A. **Project Goals.** The overall goals of this project are focused on the protection of the Stillaguamish River and the Snohomish River and include one or more of the following:
1. Removal of non-stormwater discharges to municipal storm sewer systems.
 2. Other stormwater activities, such as planning, mapping, education and outreach, and maintenance.
- B. **Water Quality Project Outcomes.** The following summarize the results anticipated from the project:
1. Develop a mutual aid cooperative framework that helps develop capabilities to map and maintain drainage systems, and provides maintenance and GIS services, between and among Phase II communities and Snohomish County.
 2. Map and maintain catch basins and other aspects of the drainage system in order to prevent overloading and discharge of accumulated sediments and pollutants.
 3. Train municipal staff in field screening so that they can properly report illicit discharges and spills encountered and initiate proper response on the part of the affected municipality.
- C. **Post Project Assessment.** The RECIPIENT will submit a brief survey regarding the key project results or water quality project outcomes and status of eventual environmental results or goals three to five years after project completion.

The DEPARTMENT's Performance Measures Lead will make every effort to e-mail the RECIPIENT the Post Project Assessment Survey approximately 60 days prior to the Post Project Assessment Date. This date will generally be three to five years after the Agreement expires. This survey is to be completed by the RECIPIENT and sent as an

e-mail attachment to the DEPARTMENT's Project Manager and the DEPARTMENT's Water Quality Program Performance Measures Lead.

The DEPARTMENT may conduct additional on-site interviews and inspections to gather information for this assessment. The DEPARTMENT will provide the performance measures data to the Legislature, Environmental Protection Agency, and other natural resource agencies in support of continued water quality financial assistance programs.

Post Project Assessment Date: **June 30, 2014**

PART III. PROJECT SUMMARY

The RECIPIENT's objective for this project is to pilot a maintenance crew mutual aid resource among the municipalities of Snohomish County, and establish a Maintenance/Technical Ace Crew (MTAC), with a GIS Support Team (GST). The RECIPIENT will assist smaller communities in the County with services and in developing capabilities for NPDES Phase II permit requirements, including stormwater facilities maintenance, framework development for mapping their MS4s, and initial visual screening of priority basins for illicit discharge.

PART IV. PROJECT BUDGET

ELEMENTS (Tasks or Objects)	TOTAL PROJECT COST (TPC)	TOTAL ELIGIBLE COST (TEC)
1 – Project Administration/Management	\$145,000	\$145,000
2 – Project Set-up	\$ 58,000	\$ 58,000
3 – Maintenance/Tech Ace Crew (MTAC)	\$631,000	\$631,000
4 – GIS Support Team	\$146,000	\$146,000
Total	\$980,000	\$980,000
The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.		
MATCHING REQUIREMENTS		
DEPARTMENT Share: maximum 75% of TEC		\$735,000
RECIPIENT Share: minimum 25% of TEC		\$245,000
Cash \$23,000		
Interlocal \$222,000		
Other types of in-kind, such as volunteer work are not eligible		

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 payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT will manage the project. Efforts will include conducting, coordinating, 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 will carry out this project in accordance with any completion dates outlined in this Agreement.
- C. The RECIPIENT will submit the project documents as requested by the DEPARTMENT's Project Manager or Financial Manager:
- Electronic copy of draft final report **one month prior to expiration date** – one copy to the DEPARTMENT's Project Manager
 - Electronic copy of final project completion report – one copy to the DEPARTMENT's Project Manager and Financial Manager
 - Final project completion reports – two copies to the DEPARTMENT's Project Manager
- D. The RECIPIENT will co-lead with participating cities a mutual aid network consisting initially of Snohomish County, and the participating cities of Lake Stevens, Snohomish, and Granite Falls. The network will be structured to allow later expansion to include more Phase II communities and non-Phase II entities.
- E. The RECIPIENT will, with participating cities, participate in scheduling and executing maintenance and mapping services, with equipment and staffing primarily provided by the Project Team, consisting of the RECIPIENT and participating cities. A contingency of 25% of the total work is included with the cost estimate for the total work to allow for new information, additional facilities for inventory, cost of living increases over the grant term, etc. In the event that the contingency is not fully used, the unused amount may be applied toward new work for additional communities, which may later join the Project Team for Maintenance/Technical Ace Crew (MTAC) or GIS Support Team (GST) services.

- F. Required Performance:
1. Effective administration and management of this grant project.
 2. Maintenance of all project records.
 3. Submittal of all required performance items, progress reports, financial vouchers, and maintenance of all project records.

Task 2 - Project Start-up

- A. The RECIPIENT will, with participating cities, develop mutual aid Inter-Local Agreements (ILAs) as needed for the RECIPIENT and participating cities to assist each other with NPDES and other support services. Support services will include but not be limited to: drainage system inspection and maintenance, mapping, illicit discharge field screening, GIS, education and outreach. Existing ILAs and agreements for street maintenance service will provide a starting framework for review for a mutual aid framework.
- B. The RECIPIENT will review Ground Equipment Maintenance (GEM, <http://www.gematwork.org/>) and other model frameworks for possible adaptation for the MTAC and GST.
- C. The RECIPIENT will submit copies of all interlocal agreements to the DEPARTMENT's Financial Manager.
- D. Required Performance:
1. ILAs for the cities of Snohomish, Granite Falls, and Lake Stevens. Complete by January 2009.
 2. ILAs for additional participating cities. Complete by Spring of 2009.

Task 3 - Maintenance/Technical Ace Crew (MTAC)

- A. The Maintenance/Technical Ace Crew (MTAC) is a combination vector truck with crew, with expert capabilities in cleaning drainage catch basins and other facilities, and providing GPS mapping of catch basins into a GIS system. The RECIPIENT's MTAC will help build capabilities within participating cities and service areas, through training and technology transfer.
- B. The RECIPIENT's MTAC will help participating cities develop an initial information base and operating procedures.
- C. The RECIPIENT's MTAC will operate a field crew to map and clean catch basins in priority locations, as identified by the participating cities, based on the cities' knowledge of the drainage system, watershed conditions, and water quality of the receiving waters(s). As further information develops based on field observations during cleaning

and mapping activities, the priority locations may be reevaluated and new target areas identified.

- D. The RECIPIENT's MTAC will use the vactoring equipment provided by the participating cities. A participating city receiving the services will provide one staff person to be part of the vactor crew, for work support and training in vactor operations and GPS. The RECIPIENT will purchase one set of GPS equipment and software for the MTAC. The GPS equipment and software will be available for use by the participating cities for supplemental field GPS work when not being used by the MTAC.
- E. The RECIPIENT's MTAC will be trained in visual field observation for illicit discharge detection. Field observations of potential illicit discharges will be compiled and reported to the participating city and the GIS Support Team (GST, see Task 4) for follow up mapping and/or investigation.
- F. The RECIPIENT will purchase two sets of removable magnetic signs to be mounted on the side of each vactor truck used for the MTAC. The signs will educate the public about the purpose of the MTAC and the importance of clean stormwater runoff. The signs will have contact numbers of the local jurisdictions and will be available for the participating cities to use. The RECIPIENT will send the DEPARTMENT an electronic image of the sign.
- G. The RECIPIENT staff is only available for non-County work on Fridays at their overtime rate. Therefore, in order to achieve the project implementation schedule, the RECIPIENT has the DEPARTMENT's authorization to charge the overtime rate to the grant. This initial schedule will allow time to:
- Complete final agreements for project management and execution.
 - Develop the GIS database framework for the long-term mapping effort (to be performed by the GIS Support Team, see Task 4).
 - Compile watershed, water quality, and drainage system information to identify priority locations for maintenance and mapping (done together with the GIS Support Team, see Task 4).
 - Do trial runs on MTAC scheduling to set up and check procedures and resources.
 - Complete final working schedule for the next three years for the MTAC.
 - Develop on-call contractor lists for supplemental work load capacity if needed.
- H. The RECIPIENT, and participating cities, will map and clean the approximately 2,900 catch basins that have been preliminarily identified. Participating cities will report their progress on mapping and cleaning to the RECIPIENT. The RECIPIENT will report progress to the DEPARTMENT.
- I. If necessary to meet the NPDES permit deadline for mapping, the RECIPIENT will use supplemental equipment and crew(s) from the GIS Support Team (GST) or private contractor(s).

J. Required Performance:

1. A mapping and cleaning plan. Complete by September 2008.
2. GPS training for the MTAC Crew for the first city. Complete by November 30, 2008.
3. Training for other cities based on the mapping and cleaning schedule.
4. Illicit Discharge Detection and Elimination (IDDE) training for MTAC Crew for the first city. Complete by November 30, 2008.
5. IDDE training for other cities based on the mapping and cleaning schedule.
6. Include the participating cities' numbers of catch basins cleaned and mapped and percentage completed of the original scheduled cleaning/mapping plan within each quarterly progress report and in the final project report.
7. Include the participating cities' number of potential illicit discharges identified and referrals to the appropriate authority within each quarterly progress report and the final project report.
8. Two sets of removable magnetic signs for the vector trucks. Complete by November 30, 2008.

Task 4 - GIS Support Team (GST)

- A. The RECIPIENT will develop the GIS Support Team (GST), to provide office-based GIS and field GPS support for the participating cities. The GST will help build storm drainage inventory management capabilities within participating cities, through training, technology transfer, and initial set up of a drainage system database.
- B. The RECIPIENT's GST will operate a field crew to map drainage systems in priority locations, as identified by the participating cities, based on knowledge of the drainage system, watershed, and receiving water(s).
- C. The RECIPIENT's GST will provide office GIS support to convert the data points acquired from the MTAC into a GIS storm drain system inventory.
- D. The RECIPIENT's GST will base the GIS data structure on the RECIPIENT's inventory system to allow interchangeability of data, pooling of data by participating cities to form a comprehensive GIS database, facilitating interagency watershed management, and coordination on illicit discharge detection and elimination.
- E. The RECIPIENT will purchase one set of GPS equipment and software for the GST. This equipment and software will be available to participating cities for supplemental field GPS work.

- F. The RECIPIENT will place signs on the sides of the trucks that will be used for the GST. These signs will educate the public about the purpose of the GST and the importance of clean stormwater runoff. The signs will have contact numbers of the local jurisdictions and will be available for the participating cities to use. The RECIPIENT will send the DEPARTMENT an electronic image of the sign.
- G. The RECIPIENT's GST field crew will be trained in visual field observation for illicit discharge detection. Field observations will be compiled and reported to the participating cities for follow up mapping and/or investigation.
- H. In 2008, the RECIPIENT's GST will focus on inventory program and database development for participating cities. During this period, the RECIPIENT will:
- Evaluate existing data on drainage systems for conversion to GIS.
 - Complete final agreements for project management and execution.
 - Develop the GIS database framework for the long-term mapping effort.
 - Compile watershed water quality and drainage system information to identify priority location for mapping (done together with MTAC).
 - Complete final working schedule over the next three years for the GST.
 - Develop on-call contractor lists for supplemental work load capacity if needed.
- I. The RECIPIENT's GST will map an estimated 745 ditch feature points, representing 38,000 linear feet of ditches preliminarily identified, and 700 catch basins. This is in addition to the 2,900 catch basins mapped under the Task 3.
- J. The RECIPIENT will prioritize locations for catch basin cleaning and mapping in the participating cities based on known water quality problems and watershed area. High priority areas will be targeted. As further information develops based on field observations during cleaning and mapping activities, the priority locations may be reevaluated and new target areas identified.
- K. Required Performance:
1. A mapping and cleaning plan. Complete by September 30, 2008. The work may be initially scheduled concentrating with one city to establish procedures, then subsequently may develop into a rotation (weekly, monthly or other basis).
 2. A data dictionary and protocol. Complete by November 2008.
 3. IDDE training for GST crew for the first city. Complete by November 30, 2008.
 4. Include the participating cities' report on the number of features mapped per schedule and percent complete of original scheduled mapping plan within each quarterly progress report and the final project report.
 5. Include the participating cities' number of potential illicit discharges identified and referrals to the appropriate authority within each quarterly progress report and the final project report.

6. Two sets of removable magnetic signs for the trucks. Complete by November 30, 2008.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. **Commencement of Work.** The DEPARTMENT reserves the right to terminate this Agreement if the RECIPIENT does not commence work on the project funded herein within 10 months of the publication date of the FY08 Stormwater Management Implementation Grant Final Offer and Applicant List (dated January 31, 2008). Based on this list date, work must begin by November 30, 2008.
- B. **DEPARTMENT Funding Recognition.** The RECIPIENT will acknowledge and inform the public about DEPARTMENT funding participation in this project through the use of project signs and/or acknowledgement in published materials and 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's Financial Manager upon request.
- C. **Education and Outreach.** The RECIPIENT will provide the DEPARTMENT up to two copies and an electronic copy on CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT will provide a complete description including photographs or printouts of the product.

If there are a significant number of people in the community that speak languages other than English, the RECIPIENT will produce all pamphlets, fliers, meeting notices, reports, and other educational and public outreach materials in English and in the other prevalent language.
- D. **Equipment Purchase.** The following equipment will be eligible for purchase through this project: Two Trimble GeoExplorer XH GPS units with Pathfinder and Terrasync software. The total cost of all equipment purchased under this project will not exceed \$16,000. Changes in equipment type must have prior approval from the DEPARTMENT.
- E. **Interlocal Agreements.** The RECIPIENT will submit one copy of all interlocal agreements relating to the project to the DEPARTMENT's Financial Manager.
- F. **Indirect Rate.** The RECIPIENT may charge an indirect rate of up to 25 percent based on employee's 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. **Interlocal Agreement Development Costs.** Costs may be incurred for the development of the interlocal agreements, project management/administration, and initial set up and training costs for the MTAC and GST. Work under existing minor street improvement

agreements between the County and participating cities may also be included in eligible Interlocal Costs.

H. **Light Refreshments and Meetings.** The RECIPIENT may spend up to \$50 per meeting for light refreshments associated with this project. Prior approval by the DEPARTMENT must be given for expenditures of more than \$50 per meeting. The total amount spent for light refreshments under this Agreement cannot exceed \$300.

I. **Match Requirement.**

Cash Match. The RECIPIENT share for this project must be entirely in the form of cash expenditures or interlocal contributions. In-kind contributions cannot be used to satisfy RECIPIENT grant matching requirements.

Interlocal Match. The RECIPIENT certifies by signing this Agreement that all negotiated interlocal agreements will be consistent with all of the following:

1. Terms of this grant agreement
2. The edition of "Administrative Requirements for Ecology Grants and Loans" that is effective at the signing of this Agreement.
3. Chapter 39.34 RCW Interlocal Cooperation Act

The RECIPIENT will submit a copy of each interlocal agreement to the DEPARTMENT's Financial Manager before credit is given for grant tasks associated with the interlocal agreement.

J. **Minority and Women's Business Participation.** The 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:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

5. 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.

The RECIPIENT will 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:

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

K. **Payment Request Submittals.** The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Supporting Documentation. The RECIPIENT will 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.

Required Forms.

<u>Any Match Combination</u>	<u>Where Applicable</u>
Form A19-1A (original signature)	Form E (ECY 060-12)
Form B1 (ECY 060-3)	Form F (ECY 060-13)
Form C1 (ECY 060-8)	Form H (F-21)
Form D (ECY 060-11)	Form I (ECY 060-15)

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

Reimbursements. Payments will be made on a cost-reimbursable basis.

L. **Procurement.** The RECIPIENT may elect to use its own forces or may contract for professional services necessary to perform and complete project related work. The RECIPIENT will ensure that this project is completed according to the details of this Agreement. By signing this Agreement, the RECIPIENT certifies that all applicable requirements have been satisfied in the procurement of any professional services.

The RECIPIENT certifies by signing this Agreement that all requirements of Chapter 39.80 RCW **Contracts for Architectural and Engineering Services** will be met in selecting qualified architectural/engineering services. The RECIPIENT will also identify and separate eligible and ineligible project costs in the final negotiated agreement and will submit a copy of this agreement to the DEPARTMENT's Financial Manager.

- M. **Progress Reports.** The RECIPIENT will submit quarterly Progress Reports to the DEPARTMENT's Financial Manger and Project Manager. Payment requests will not be processed without a Progress Report.

Reporting Periods.

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Reporting Due Date. Quarterly Progress Reports are due 30 days following the end of the quarter.

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 and any additional pertinent information specified in this Agreement.

Maintenance/Technical Ace Crew with GIS Support Team Project
Snohomish County
Grant No. G08006/0 B

PART VII. ALL WRITINGS CONTAINED HEREIN

This Agreement, the appended GENERAL TERMS AND CONDITIONS (Attachment 1); the DEPARTMENT's current edition of Administrative Requirements for Ecology Grants and Loans, the FY 2008 Stormwater Management Implementation Grant Program Guidelines, the Low Impact Development Technical Guidance Manual For Puget Sound, and the applicable regional stormwater manual, referenced in Attachment 2; contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth or incorporated by reference. No subsequent modification(s) or amendment(s) 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.

IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

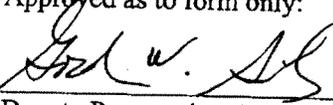
SNOHOMISH COUNTY



KELLY SUSEWIND, P.E., P.G. DATE 10/7/08
INTERIM WATER QUALITY
PROGRAM MANAGER



AARON REARDON DATE 9/25/08
COUNTY EXECUTIVE
PETER B. CAMP
Executive Director

Approved as to form only:


Deputy Prosecuting Attorney DATE 8/14/08

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL
(Revised 05/27/08)

COUNCIL USE ONLY
Approved: 9.22.08
Docfile: D-8

ATTACHMENT 1
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

1. 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.

2. 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.

3. 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.

4. 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 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.6. 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 thereunder 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 mutually 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 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 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 Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 04/04

ATTACHMENT 2

WATER QUALITY PROGRAM'S FINANCIAL MANAGEMENT PUBLICATIONS

1. Administrative Requirements for Ecology Grants and Loans, Publication No. 91-18 (September 2005).
2. FY 2008 Stormwater Management Implementation Grant Program Guidelines, Publication No. 07-10-067.
3. Low Impact Development Technical Guidance Manual for Puget Sound, Publication No. PSAT 05-03.
4. 2005 Stormwater Management Manual for Western Washington: Volume I-V, Publication No. 05-10-029/030/031/032/033
5. Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, Publication No. 04-03-030 (July 2004).
6. Stream Habitat Restoration Guidelines (2004), <http://wdfw.wa.gov/hab/ahg/shrg/index.htm>

EXHIBIT B
Amendment Extending Term

AFTER RECORDING RETURN TO:
BARBARA SIKORSKI SNOHOMISH COUNTY COUNCIL
3000 ROCKEFELLER AVENUE, MS 609
EVERETT, WA 98201

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR MUTUAL AID AND
COOPERATION IN STORMWATER MANAGEMENT ACTIVITIES**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR MUTUAL AID AND COOPERATION IN STORMWATER MANAGEMENT ACTIVITIES (this "Amendment") is entered into as of this ____ day of _____, 20____ (the "Effective Date"), by and among by and among **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the "County"), the **CITY OF LAKE STEVENS**, a Washington municipal corporation ("Lake Stevens"), the **CITY OF SNOHOMISH**, a Washington municipal corporation ("Snohomish"), the **CITY OF GRANITE FALLS**, a Washington municipal corporation ("Granite Falls"), the **CITY OF GOLD BAR**, a Washington municipal corporation ("Gold Bar"), and the **CITY OF SULTAN**, a Washington municipal corporation ("Sultan," and, together with Lake Stevens, Snohomish, Granite Falls and Gold Bar, the "Cities").

RECITALS

A. The County and the Cities are the parties to that certain INTERLOCAL AGREEMENT FOR COOPERATIVE STORMWATER MANAGEMENT ACTIVITIES (the "Agreement") dated June _____, 2009, and recorded under Auditor's File No. _____, pursuant to which the County and the Cities have established a mutual aid program (the "Mutual Aid Program") intended to increase the quality and efficiency of basin-wide stormwater management activities and support services by enhancing mutual aid, cooperation and collaboration between local governmental entities in the field of stormwater management.

B. The term of the Agreement is scheduled to expire on _____, 20____ (the "Original Expiration Date").

C. The County and the Cities now desire to extend the term of the Agreement for a period of five (5) years (the "First Extended Term"), as permitted by Section 1.2 of the Agreement.

D. Capitalized terms used and not defined in this Amendment shall have the meanings given to them in the Agreement.

AGREEMENT

In consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities agree as follows:

1. EXTENSION OF TERM

The term of the Agreement is hereby extended for an additional period of five (5) years, as permitted by Section 1.2 of the Agreement. The new "Expiration Date" of the Agreement shall be the date that is one day prior to the fifth anniversary of the Original Expiration Date.

2. RATIFICATION

Except as expressly modified by this Amendment, the Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

3. EXECUTION IN COUNTERPARTS

This Amendment may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

[Signature page follows.]

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

THE COUNTY:

LAKE STEVENS:

Snohomish County, a political subdivision of the State of Washington

The City of Lake Stevens, a Washington municipal corporation

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

SNOHOMISH:

GRANITE FALLS:

The City of Snohomish, 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.]

SULTAN:

The City of Sultan, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

GOLD BAR:

The City of Gold Bar, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

EXHIBIT D
Form of Request for Assistance



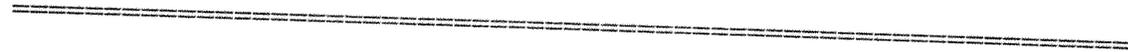
SNOHOMISH COUNTY PUBLIC WORKS DEPARTMENT
SURFACE WATER MANAGEMENT DIVISION
3000 Rockefeller Avenue, MS-607
Everett, WA 98201
425.388.3464 (PH)
425.388.3455 (FAX)

REQUEST FOR ASSISTANCE

DATE SUBMITTED _____

AGENCY _____

AUTHORIZED BY _____



SERVICES TO BE PERFORMED (attach additional pages if needed)

REQUESTED COMPLETION DATE _____

ESTIMATED PRICE _____

INTERLOCAL AGREEMENT FOR MUTUAL AID AND COOPERATION
IN STORMWATER MANAGEMENT ACTIVITIES

COUNTY REIMBURSEMENT NUMBER _____

APPROVED BY _____ DATE _____

SIGNATURE DIVISION SUPERVISOR _____

COMPLETION DATE _____

EXHIBIT D
Addendum Adding an Additional Party

AFTER RECORDING RETURN TO:
BARBARA SIKORSKI SNOHOMISH COUNTY COUNCIL
3000 ROCKEFELLER AVENUE, MS 609
EVERETT, WA 98201

**FIRST ADDENDUM TO INTERLOCAL AGREEMENT FOR MUTUAL AID AND
COOPERATION IN STORMWATER MANAGEMENT ACTIVITIES**

THIS FIRST ADDENDUM TO INTERLOCAL AGREEMENT FOR MUTUAL AID AND COOPERATION IN STORMWATER MANAGEMENT ACTIVITIES (this "Addendum") is entered into as of this ____ day of _____, 20 ____ (the "Effective Date"), by and among by and among **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the "County"), the **CITY OF LAKE STEVENS**, a Washington municipal corporation ("Lake Stevens"), the **CITY OF SNOHOMISH**, a Washington municipal corporation ("Snohomish"), the **CITY OF GRANITE FALLS**, a Washington municipal corporation ("Granite Falls"), the **CITY OF GOLD BAR**, a Washington municipal corporation ("Gold Bar"), the **CITY OF SULTAN**, a Washington municipal corporation ("Sultan"), and the **[INSERT NAME OF NEW PARTY]**, a Washington municipal corporation (" **[INSERT NAME]** ").

RECITALS

A. The County, Lake Stevens, Snohomish, Granite Falls, Gold Bar and Sultan are the parties to that certain INTERLOCAL AGREEMENT FOR COOPERATIVE STORMWATER MANAGEMENT ACTIVITIES (the "Agreement") dated June _____, 2009, and recorded under Auditor's File No. _____, pursuant to which the County, Lake Stevens, Snohomish, Granite Falls, and Sultan have established a mutual aid program (the "Mutual Aid Program") intended to increase the quality and efficiency of basin-wide stowmwater management activities and support services by enhancing mutual aid, cooperation and collaboration between local governmental entities in the field of stormwater management.

B. The City of _____ (" **[INSERT NAME]** "), a Washington municipal corporation, now desires to participate in the Mutual Aid Program, as permitted by Section 7 of the Agreement, and the County, Lake Stevens, Snohomish, Granite

Falls, Gold Bar and Sultan are willing to permit *[INSERT NAME]* to participate in the Mutual Aid Program by becoming a party to the Agreement.

C. Capitalized terms used and not defined in this Addendum shall have the meanings given to them in the Agreement.

AGREEMENT

In consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities agree as follows:

1. ADDITION OF PARTY TO THE AGREEMENT

[INSERT NAME] is hereby added as a party to the Agreement, effective as of the date of this Addendum. All references in the Agreement to the term "Cities" shall henceforth be deemed to include *[INSERT NAME]*. All terms and conditions of the Agreement applicable to the Cities shall now also apply to *[INSERT NAME]*.

2. RATIFICATION

Except as expressly modified by this Addendum, the Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

3. EXECUTION IN COUNTERPARTS

This Addendum may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

[Signature page follows.]

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

[INSERT NAME]:

The City of *[INSERT NAME]*, 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

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

Deputy Prosecuting Attorney

LAKE STEVENS:

The City of Lake Stevens, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

[Additional signatures on following page.]

GRANITE FALLS:

The City of Granite Falls, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

SULTAN:

The City of Sultan, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

GOLD BAR:

The City of Gold Bar, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

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

M/TAC & GST Grant Project Summary

This grant establishes a Maintenance/Technical Ace Crew, with a GIS Support Team. This assists smaller communities in Snohomish County with services and developing capabilities for NPDES Phase II requirements: stormwater facilities maintenance, framework development for mapping their MS3's, and initial visual screening of priority basins for illicit discharge.

Small cities with limited resources must develop capabilities to map and maintain their drainage systems, and prevent discharge of pollutants into their drainage systems, to meet NPDES Phase II requirement. This proposal, through a mutual aid cooperative framework, helps develop capabilities and provides maintenance and GIS services, between and among Phase II communities and Snohomish County.

The Maintenance/Technical Ace Crew (MTAC), a vactor truck with special crew, provides expert capabilities in cleaning drainage catch basins and other facilities, and GPS mapping of catch basins and connecting pipes into a GIS system. (GPS mapping may be done by an advance team before cleaning.) The GIS Support Team (GST) provides more expanded office-based GIS and field GPS support for communities, with capability to do rapid GPS mapping of drainage systems, drainage system database development, and high-end data conversion from AutoCAD and other mapping systems into ESRI ArcGIS.

Both the MTAC and the GST will help build capabilities within these cities in these areas, through training and technology transfer. The MTAC and GST will also help cities develop an initial information base and operating procedures which can be further developed by the cities as they develop their own capabilities through the training and technology transfer.

The MTAC and GST will focus on priority locations, as identified by the city, based on knowledge of the drainage system, watershed, and receiving water(s). Field operations will provide an initial visual screening for illicit discharges, and observed problems will be referred for further action by the community.

The maximum amount of eligible costs through the grant is \$980,000, which includes a 25% contingency. Eligible costs receive a 75% reimbursement under the grant from the Department of Ecology. The local government is responsible for the other 25% of the cost. The grant work has started, and will end June 30, 2011. Overall grant budgeting was developed around the anticipated needs of the initial three cities, Lake Stevens, Snohomish, and Granite Falls. However, the grant allows for additional participating cities, depending on availability of contingency, and actual needs of the initial cities, which may change. To participate in the grant, two ILAs need to be executed by June 20, 2009 (a date set in the grant). One ILA is for implementing the grant, essentially allowing cities to participate in the DOE 75% match for grant eligible costs. The other ILA to set up the mutual aid network, which is required for all agencies wishing to participate in the grant. The amount and type of work for new participating cities would be subject to review and approval for consistency with the grant scope and funding availability, by Dept. of Ecology.

A city or agency may join the mutual aid network without participating in the grant, and just sign-on to the mutual aid ILA after June 20. That city or agency could still benefit from the cost-efficiencies a mutual aid network could provide, in the way of equipment usage, training, services to each other, etc. A good example of a successful mutual public works equipment network is the "GEM at Work" group in southwest Washington, which has a website at: <http://www.gematwork.org>

Connie Dunn

From: Lee, Arthur [Arthur.Lee@co.snohomish.wa.us]
Sent: Friday, May 01, 2009 9:39 AM
To: 'connie.dunn@ci.sultan.wa.us'; 'donna.murphy@ci.sultan.wa.us'
Subject: M/TAC & GST (Vactoring & Mapping) DOE Grant Project - DOE Reimbursement
Attachments: MTACGSTGrantProjectSummary-rev.doc

Connie, Donna,

As explained in my messages, the grant project receives 75% match from DOE for eligible costs. I've made that clearer in this version of the project summary (attached). The project cost table handed out last Thursday showed how much eligible cost there was in the project budget. The grant gives a 75% match from DOE, so the local government is responsible for 25%.

In the grant implementation ILA, where services are being sold/purchased, the 25% of the cost of the service that is not reimbursed by DOE can be partially or completely offset with eligible in-kind (staff time or cash) contribution from the purchaser of the service. If the 25% is not completely recovered, the balance would need to be made up in a cash payment. If the reimbursement for the in-kind contribution exceeds the 25%, then the extra amount is returned to the in-kind contributor.

Please let me know if you have any questions or need any further information.

Thanks,

Arthur Lee, P.E.
Surface Water Management
Snohomish County Public Works
v: 425-388-3812
f: 425-388-6455