#6216

INTERLOCAL AGREEMENT FOR NATURAL YARD CARE PUBLIC OUTREACH AND EVALUATION PROGRAM

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT

1.1 Purpose of Agreement

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

1.2 Administrators

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

Snohomish County's Initial Administrator:

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

Arlington's Initial Administrator:

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

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

Marysville's Initial Administrator:

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

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

Granite Falls's Initial Administrator:

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

Mountlake Terrace's Initial Administrator:

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

Everett's Initial Administrator:

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

Mill Creek's Initial Administrator:

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

Bothell's Initial Administrator:

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

Monroe's Initial Administrator:

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

Snohomish's Initial Administrator:

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

Mukilteo's Initial Administrator:

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

Edmonds's Initial Administrator:

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

Lynnwood's Initial Administrator:

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

Brier's Initial Administrator:

ATTN: Nicole Gaudette
City of Brier
2901 228th St SW
Brier, WA 98036

Telephone: (425) 775-5440
Email: ngaudette@ci.brier.wa.us

Olympia's Initial Administrator:

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

Tumwater's Initial Administrator:

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

Thurston County's Initial Administrator:

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

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

1.3 Condition Precedent to Effectiveness

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

2. TERM

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

3. COORDINATION OBLIGATIONS OF SNOHOMISH COUNTY

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

4. EDUCATIONAL PROGRAMS

4.1 General Provisions

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

4.2 Task 3 - Classroom Lecture Educational Program

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

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

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

4.3 Task 4 - Backyard Demonstration Educational Program

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

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

4.4 Reimbursement Procedures

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

5. EFFECTIVENESS ASSESSMENT

5.1 Performance of Effectiveness Assessment

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

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

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

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

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

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

(a) Amounts Allocable to Classroom Lecture Entities

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

(b) Amounts Allocable to Backyard Demonstration Entities

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

6. COVENANT TO COOPERATE

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

7. COMPLIANCE WITH LAWS

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

8. INDEMNIFICATION

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

9. DEFAULT AND REMEDIES

9.1 Default

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

9.2 Remedies; Attorneys' Fees

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

10. NOTICES

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

11. PARTIES

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

12. MISCELLANEOUS

12.1 Entire Agreement

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

12.2 Governing Law and Venue

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

12.3 Interpretation

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

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

12.4 Severability

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

12.5 No Waiver

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

12.6 Assignment

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

12.7 Warranty of Authority

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

12.8 No Joint Venture

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

12.9 Exhibits

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

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

12.10 Execution in Counterparts

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

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

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

SNOHOMISH COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name: _____
Title: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney

ARLINGTON:

The City of Arlington, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

MARYSVILLE:

The City of Marysville, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

GRANITE FALLS:

The City of Granite Falls, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

[Additional signatures on following page.]

MOUNTLAKE TERRACE:

The City of Mountlake Terrace, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

EVERETT:

The City of Everett, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

MILL CREEK:

The City of Mill Creek, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

BOTHELL:

The City of Bothell, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

[Additional signatures on following page.]

MONROE:

The City of Monroe, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

SNOHOMISH:

The City of Snohomish, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

MUKILTEO:

The City of Mukilteo, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

EDMONDS:

The City of Edmonds, a Washington municipal corporation

By_____
Name: _____
Title: Mayor

Approved as to Form:

_____
City Attorney

[Additional signatures on following page.]

LYNNWOOD:

The City of Lynnwood, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

BRIER:

The City of Brier, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

OLYMPIA:

The City of Olympia, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

TUMWATER:

The City of Tumwater, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
City Attorney

[Additional signatures on following page.]

THURSTON COUNTY:

Thurston County, a political subdivision of
the State of Washington

By_____
Name: _____
Title: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney

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

EXHIBIT A
Grant Document

[See Attached.]