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City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

**INTERLOCAL AGREEMENT**  
**BETWEEN CLARK CONSERVATION DISTRICT**  
**AND THE CITY OF VANCOUVER**  
**FOR**  
**GRANT IMPLEMENTATION SUPPORT TO THE**  
**STUDENT WATERSHED MONITORING PROGRAM**

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the Clark Conservation District, a non-regulatory subdivision of the state of Washington (the "Conservation District"), and the City of Vancouver, a municipal corporation and charter city of the first class within the State of Washington, (the "City").

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, pursuant to Chapter 89.08 RCW (Conservation Districts), conservation districts are granted authority, in subsection 341, to make arrangements with local agencies and to collaborate in projects related to resource conservation programs, plans and projects; and

WHEREAS, the City's Water Resources Education Center, along with Clark County Environmental Services and the City of Battle Ground, have been awarded a grant from the

Washington Department of Ecology directed at “Connecting Schools and Families to Healthy Stormwater Actions; and

WHEREAS, the City grant includes funds for the development and installation of projects that protect or improve stormwater, including rain gardens and the planting of trees and shrubs at selected student monitoring sites; and

WHEREAS, the Conservation District has valuable and unique experience and resources for supporting the development and implementation of site specific projects such as rain gardens and the planting of trees and shrubs on private and/or public properties; and

WHEREAS, the City and the Conservation District agree that support can be provided in a timely and cost-effective manner for grant project task #3 related to the Development and Installation of Hands-On Project Toolkits, and potentially for similar sorts of projects that may be identified in the next few years.

NOW, THEREFORE,

The parties agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to provide a framework for the Conservation District to participate as a contractor providing professional and implementation support services for the City’s referenced Grant project. This support is anticipated to run primarily through February 28, 2015, although it may run beyond this if the Department of Ecology grant is extended and/or to complete project-related follow-up and reporting into mid-2015.

Secondarily, the agreement has an ongoing purpose to undertake future cooperative projects of similar scope, should this be agreeable to both parties through the provisions of Extensions (Section 4 below), and provided that the details of roles,

deliverables and budgets can be provided and agreed to in writing by the appropriate managers and designated agents for each agency.

SECTION 2. TERM. The term of this Agreement is for the period from August 1, 2014, through July 31, 2015.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 90 days prior to termination.

SECTION 4. EXTENSIONS. The term of this Agreement may be extended in one-year increments by mutual written agreement of both parties, up to maximum of five (5) years, through July 31, 2019. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of this Agreement or its extensions. The scope and compensation levels may be adjusted to allow for inflationary projections, costs for new services and reduced costs from reductions in services, provided that rates of compensation set forth herein may not be reduced without the approval of the governing bodies of the City and the Conservation District. The District Manager is authorized to approve and execute such one-year extensions without further authorization from the Conservation District Board. The City Manager is authorized to approve and execute such one year extensions without further authorization of the City Council.

SECTION 5. SCOPE OF SERVICES. The Conservation District will provide support to the City's Water Resources Education Center (Water Center) in accomplishing planned activities under Task 5, Develop and Install Hands-On Project Toolkits, of the City's grant with the Washington Department of Ecology for "Connecting Schools and Families to Healthy Stormwater Actions." Specifically, the Conservation District staff will: work closely with Water Center staff and its project partners in developing

appropriate “toolkits” and in outlining the “grant” process for this task; help to select and refine suitable projects/sites from teacher/student proposals installed at either the school or at their monitoring site; support detailed design, procurement of supplies (including trees, plants, tools and other equipment, soils, etc.), secure property owner agreements and fully support installation of authorized projects (utilizing primarily volunteer labor, however, other specialized or professional services might also be involved for some installations); and assess/evaluate the outcomes and results of the hands-on efforts. It is anticipated that six or more toolkit projects will be undertaken and managed by Conservation District staff over the coming six to seven months in the areas of:

1. Removal of invasive plants and replanting of native species
2. Installation of rain gardens
3. Removal of lawns and replanting with ground cover, trees and shrubs
4. Installation of pet waste stations.

In addition to these areas of focus, Conservation District support may also be requested for other sorts of hands-on projects that support particular student, teacher and/or cooperating adult and property owner efforts to reduce stormwater pollution and educate the community on its impacts. Resources for a portion of these projects may be in addition to the noted Department of Ecology grant funding (where certain services or equipment are ineligible for support under that grant). The Department of Ecology grant runs through February 2015 and it is important for the hands-on projects to be completed by this date, unless an extension is granted by the Department. The expertise and availability of Conservation District staff to support this task is critical to meeting this timeline and there will be close coordination with Water Center staff and its partners to

ensure that expectations and task requirements are met. The Conservation District staff will provide support for the installations and related follow-up activities or for additional sites through the term of the Agreement and beyond if the Agreement is extended and/or if addition funding is secured for hands-on projects.

SECTION 7. COST OF SERVICE. Expenditures by the Conservation District on the Department of Ecology Task 5 grant efforts may not exceed \$13,000 unless pre-approved in writing by the City's designated agent. The Conservation District will be reimbursed for project-related expenditures including staff time (direct salary and benefit costs of assigned staff on an hourly basis -- indirect or overhead charges of up to 25 percent of the hourly rate may be included for project hours provided a listing is available of those items included in the indirect rate calculation), purchases of supplies (including trees, plants and soil/compost products), purchase or rental of equipment and tools to be used in hands-on project installations. Any other direct expenditures made on behalf of the project may also be included in monthly invoices (for example - postage, printing, mileage, shipping/delivery, hauling/disposal charges, as well as those for other materials and services necessary to complete approved projects).

SECTION 8. BILLING METHOD AND PROCESS. Billing for services will be submitted by the Conservation District to the City on no more than a once per month basis. The billing invoices will include sufficient backup documentation to verify the services provided.

Payment for services rendered shall be due by the City within thirty (30) days after issuance of the bill. Payments that are not paid within the allotted time periods shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance,

from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

Invoices and/or payments will be remitted to the following address(s):

City of Vancouver  
Finance Department  
PO Box 8995  
Vancouver WA 98668-8995

Clark Conservation District  
Financial Administrator  
11104 NE 149<sup>th</sup> St., Bldg C-400  
Brush Prairie, WA 98606

SECTION 9. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the District Manager and City Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. The contract managers shall communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 10. DISPUTE RESOLUTION. In the event of a dispute between Conservation District and the City regarding the delivery of services under this Agreement which cannot be resolved by their respective designated contract managers, the District Manager and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the District Manager and the City Manager may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 11. INDEPENDENT CONTRACTOR. The Conservation District is and shall at all times be deemed to be an independent contractor in the provision of the

services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Conservation District and City or between any of the Conservation District's or City's employees. The Conservation District shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of the Conservation District an employee of the City or any employee of the City an employee of the Conservation District for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

#### SECTION 12. HOLD HARMLESS/INDEMNIFICATION.

CONSERVATION DISTRICT RESPONSIBILITY. Conservation District agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Conservation District pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Conservation District, the City retains the right to participate in said suit if any principal of public law is involved.

2. This indemnity and hold harmless shall include any claim made against the City by an employee of Conservation District or subcontractor or agent of the Conservation District, even if Conservation District is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City. Conservation District specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Conservation District provide the broadest scope of indemnity permitted by RCW 4.24.115.

SECTION 13. ATTORNEYS FEES AND COSTS. The parties shall bear their own costs of enforcing the rights and responsibilities under the contract.

SECTION 14. ASSIGNMENT/SUBCONTRACTING. Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. The Conservation District shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

SECTION 15. NO THIRD PARTY BENEFICIARY. The Conservation District does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the Conservation District. The Conservation District and City do not intend there be any third-party beneficiary to this Agreement.

SECTION 16. NOTICE. Any notices to be given under this Agreement shall at



minimum be delivered, postage prepaid and addressed to:

To the City:

CITY OF VANCOUVER  
P.O. Box 1995  
Vancouver, Washington 98668-1995  
Attention: Rich McConaghy, Environmental Resources Manager  
360-619-4125  
[rich.mcconaghy@cityofvancouver.us](mailto:rich.mcconaghy@cityofvancouver.us)

To the Conservation District:

CLARK CONSERVATION DISTRICT  
11104 NE 149<sup>th</sup> St., Bldg C-400  
Brush Prairie, WA 98606  
Attention: Denise Smee, District Manager  
360-883-1987 X 110  
[dsmee@clarkcd.org](mailto:dsmee@clarkcd.org)

The name and address to which notices shall be directed may be changed by either party giving the other notice of such change as provided in this section.

SECTION 17. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 18. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 2 (Term) and 4 (Extensions). Its method of termination is set forth in Section 3. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 6 (Cost of Service) and 7 (Billing Method and Process). No property shall be acquired pursuant to

this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

SECTION 19. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 20. AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties, except as provided in Sections 4 and 5, respectively.

SECTION 21. DOCUMENT EXECUTION AND FILING. Conservation District and the City agree that there shall be three (3) signed originals of this Agreement procured and distributed for signature by the necessary officials of Conservation District and the City. The party who last executes this Agreement shall cause one executed original to be filed with the Clark County Auditor, retain one original for its records, and distribute conformed originals to the designated agents of the parties named as follows:

Rich McConaghy  
City of Vancouver  
PO Box 8995  
Vancouver WA 98668-8995

Denise Smee  
Clark Conservation District  
11104 NE 149<sup>th</sup> St., Bldg C-400  
Brush Prairie, WA 98606

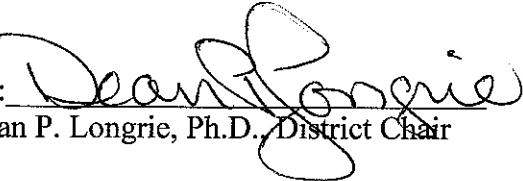
Upon filing with the Clark County Auditor of a signed original, each such signed original shall constitute an Agreement binding upon the parties.

SECTION 22. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 23. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the Conservation District and City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 18th day of August, 2014.


FOR CLARK CONSERVATION DISTRICT  
a legal subdivision of Washington State Government


By:   
Dean P. Longrie, Ph.D., District Chair

Approved as to form:

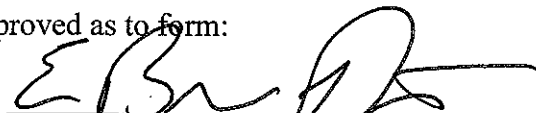
By: \_\_\_\_\_  
(Attorney for Conservation District)

CITY OF VANCOUVER, a municipal corporation

By:   
Eric J. Holmes, City Manager

By:   
R. Lloyd Tyler, City Clerk  
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

By:   
E. Bronson Potter, City Attorney