

EN 14-2

**INTERLOCAL SERVICES AGREEMENT
BETWEEN CLARK COUNTY AND THE CITY OF VANCOUVER
FOR
STUDENT WATER QUALITY MONITORING PROGRAM**

THIS IS AN INTERLOCAL SERVICES AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.080, between Clark County, a political subdivision of the State of Washington, (the "County") and the City of Vancouver, a municipal corporation of the State of Washington, (the "City").

WHEREAS, the City of Vancouver and Clark County are committed to protecting the health of Clark County watersheds and the Columbia River into which they drain; and

WHEREAS, the County must perform public education and outreach activities as required by the National Pollution Discharge Elimination System permit issued to the County by the Washington State Department of Ecology; and

WHEREAS, the City and the County recognize that the hands-on activities and field trips associated with water quality monitoring are ways of educating our children about the threats to our water resources and involving them in the protection process; and

WHEREAS, pursuant to RCW 39.34.080 (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

NOW, THEREFORE,

THE COUNTY AND THE CITY agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to extend, with County support, the City's Student Water Quality and Habitat Monitoring Network and Watershed Congress, hereinafter referred to as the Student Monitoring Program, into schools within the unincorporated area of Clark County.

SECTION 2. TERM. The term of this Agreement is for a three-year period from January 1, 2014, through December 31, 2016 subject to earlier termination pursuant to Sections 3 and 6 of this Agreement.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 30 days prior to termination. Thirty days after such notice is given, the withdrawing party shall have no further responsibility to fund the activities of the Student Monitoring Program regardless of any budgeting that may have taken place. Work underway and/or authorized prior to the establishment of an effective date of termination and not yet invoiced will be reimbursed by the County according to the established billing cycle, but not for any work continued beyond the effective date of termination. Based on a party's ability to withdraw, neither the City nor the County shall enter into an agreement of any kind which would prohibit or interfere with the discontinuance of the Student Monitoring Program upon withdrawal of any party and the resulting lack of funding. It is the express intention of each party hereto that they retain the ability to cease funding their proportionate share upon 30 days notice.

SECTION 4. SCOPE OF SERVICES. The City shall provide the necessary support for the operation of the Student Monitoring Program. This shall include office, telephone, and secretarial services required for the efficient operation of the program.

The City shall perform the day-to-day operation of the Student Monitoring Program (hereinafter, "the Program") with the participation from the County in an advisory and planning capacity and in conducting special events such as the Annual Watershed Congress. The City and County shall develop an annual scope of work for the Program. The scope of work can be continued for subsequent years, without modification through the term of this agreement, if neither party desires nor requests a change. Funds from the County will be directed toward additional staff and/or contractor's time to serve the increasing number of schools; the Annual Watershed Congress and teacher training expenses; purchase of additional equipment and consumables; and transportation costs to monitoring sites.

The City shall submit quarterly reports and an annual evaluation to the County. The quarterly reports shall describe the quarter's events by summarizing the audience served and activities completed (numbers reached, who was reached, number and nature of activities). The annual evaluation shall include an overview of the program (both positive and negative aspects of the program), suggestions for improvement, and whether the yearly goals and objectives were met. The City shall provide supervision and program guidance and assure that the deliverables outlined in this Agreement and in the annual scope of work are met.

SECTION 5. COST OF SERVICE. On an annual basis, and in conjunction with reviewing and/or developing the scope of work, the County and City shall jointly establish a proposed budget for the operation of the Program during the upcoming year. The initial budget and scope of work for the first year are set forth in, Attachment A, incorporated herein by reference. Each Fall, the City shall propose the budget and scope of work for the upcoming year to the County Director of Environmental Services or his/her designee for approval. In the event the parties are unable to agree upon a proposed budget and/or scope of work, this agreement may be terminated as allowed in Section 3.

SECTION 6. BILLING METHOD AND PROCESS. The City shall submit an itemized invoice for payment for activities of the Student Monitoring Program as outlined in the annual scope of work to the County on a quarterly basis. The invoice will be directed to the Clark County Department of Environmental Services. In no event shall the County be responsible for costs incurred by the City that exceed the approved annual budget without prior written authorization of the County Director of Environmental Services.

SECTION 7. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the County Administrator and City Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. The contract managers shall communicate in person and via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 8. INDEPENDENT CONTRACTOR. The City 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 County and City or between any of the County's or City's employees. The City shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the City pursuant to this Agreement. Nothing in this Agreement shall make any employee of the a party an employee of the other 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 9. HOLD HARMLESS/INDEMNIFICATION. Each party agrees to hold the other party harmless from any and all bodily injury claims brought by employees of that party and expressly waives its immunity under the Industrial Insurance Act as to these claims which are brought against the other party; provided, that if City and Clark County are both found to be negligent, each party's duty to indemnify shall be limited to the extent of its negligence.

SECTION 10. 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.

SECTION 11. NO THIRD PARTY BENEFICIARY. The County and City do not intend there be any third-party beneficiary to this Agreement.

SECTION 12. 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

To Clark County:

CLARK COUNTY
ENVIRONMENTAL SERVICES
P.O. Box 9810
Vancouver, Washington 98666-9810
Attention: Peter DuBois

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

SECTION 13. 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 14. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an interlocal services agreement entered into pursuant to RCW 39.34.080. Its purpose, and the powers, rights, objectives, and responsibilities of the parties are as set forth in this Agreement.

SECTION 15. 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 16. ANNUAL CHANGES. The County or City may, in planning for the next calendar or school year, request or authorize changes in the amount of the City's compensation and/or in the scope of work to be performed hereunder. Such changes, if mutually agreed upon and allowed for within agency budgets, are considered administrative and do not require amendment to this agreement. They may be approved by the County Director of Environmental Services or his/her designee and by the City's Director of Public Works or his/her designee who are hereby authorized as signers of the Annual Budget and Workslope as it may be modified over the term of the agreement.

SECTION 17. AMENDMENT. Notwithstanding the provisions of Section 16, other provisions and sections of this Agreement may be amended with the mutual written consent of the parties that have signed below.

SECTION 18. DOCUMENT EXECUTION AND POSTING. The County and City agree that there shall be two (2) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and City. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one executed original shall be provided to Clark County by the Vancouver City Clerk for the County's records. The City Clerk shall provide a fully executed copy of this Agreement to each of the persons listed in Section 12. The

Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

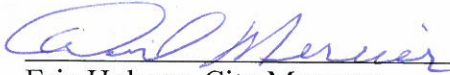
SECTION 19. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

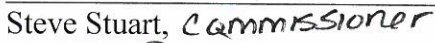

SECTION 20. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.


IN WITNESS WHEREOF, the County 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 17th day of January, 2013. 2014,

CITY OF VANCOUVER

BOARD OF CLARK
COUNTY COMMISSIONERS

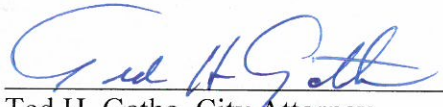
for 
Eric Holmes, City Manager

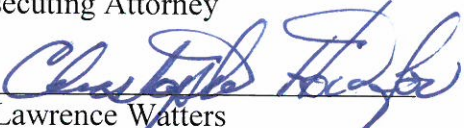

Steve Stuart, Commissioner

Tom Mielke, Chair


David Madore, Commissioner

Approved as to form:


Approved as to form only:
Anthony Golik
Prosecuting Attorney


Ted H. Gathe, City Attorney

By: 
Lawrence Watters
Deputy Prosecuting Attorney

Attest:

Attest:


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


Rebecca Tilton, Clerk to the Board

Attachment A – 2014 Budget and Scope of Work

**Attachment A
to Intergovernmental Agreement between
Clark County Environmental Services, Clean Water Program
and City of Vancouver Water Resources Education Center**

2014 Budget and Scope of Work

PROJECT: Student Watershed Monitoring Network

This is a binding agreement incorporated by reference into the intergovernmental funding agreement entered into on _____, 2013 by and between the Clark County Environmental Services, Clean Water Program, hereinafter referred to as COUNTY and the City of Vancouver Water Resources Education Center, hereinafter referred to as CITY. This agreement outlines the scope of work and budget for the COUNTY'S funding portion of the 2014 Student Watershed Monitoring Program.

Recipient Name:

City of Vancouver
Water Resources Education Center
4600 SE Columbia Way / PO Box 1995
Vancouver, WA 98661

Project Coordinator:

Cory Samia, Educator
Telephone: 360-487-7112

COUNTY Project Liaison: Pete Dubois, (360) 397-2121, ex 4961

Funding Amount: **\$3,000**

This agreement takes effect upon signature of both parties. The Scope of Work described herein must be completed on or before December 31, 2014.

SCOPE OF WORK

Background:

Clark County recognizes that education is a key factor in encouraging behavior changes that will ultimately help to reduce the amount of pollution carried by stormwater runoff into local surface and groundwater. To this end, the County's Clean Water program seeks to develop and sustain a student water quality monitoring program in local schools. The hands-on activities, real-time monitoring, and field trips associated with water quality monitoring is one way of educating our children about the threats to our water resources and involving them in the protection process.

Overview of City of Vancouver's Student Watershed Monitoring Program:

In 1998, the City of Vancouver initiated a county-wide water quality network with grant money from Hewlett-Packard. Over the years this network has grown into a robust student water quality monitoring program with partner funding from the City and the County as well as completed grants from the METRO Parks and Greenspaces Program and the Lower Columbia River Estuary Partnership and partnerships with Sierra Club, Habitat Partners, and Hewlett Packard.

Through voluntary commitments of classroom teachers, local schools are invited to participate in the program, which culminates each year in the spring at a Student Watershed Congress. In the past years, up to 250 students representing 54 classrooms/teachers in 24 schools and more than 3,000 students have shared their results at the Watershed Congress which is attended by students, parents, prominent local community members and government officials. In 2002 and again in 2008, the City and the County entered into inter-local agreements to partner in funding this program. The updated agreement (dated _____, 2013 and posted on the City's website) runs through December 31, 2016. This scope of work is reviewed each year and updated as needed to detail the work and budget for the program.

The partnership funds the monitoring of physical water quality parameters and, when classroom schedules permit, a focused macroinvertebrate monitoring component. Funding from the Clark County Clean Water Program enables contracted staff to encourage and facilitate participation by interested classrooms from schools in the unincorporated areas as well as support shared elements of the program, such as the annual Student Watershed Congress, teacher training workshops, equipment purchases and general program oversight. As a result of the Clean Water Program's financial contributions, the program has expanded every year.

The goal of the City's program is to involve students of all ages (the program currently trains grades 1 through college) in monitoring local rivers, streams and lakes in order to gain awareness and knowledge that will lead to "ownership" and stewardship activities. All the services and equipment needed for monitoring and the Watershed Congress are provided at no cost to schools. It should be noted that the primary value of this program is in *education* and in fostering behaviors that will ultimately protect our water resources, not in data collection. The data obtained can be important in looking at long-term trends and as indicator data; however, it is not intended to be of sufficient consistency and accuracy to be used in making technical and policy decisions. The data are submitted to a state-wide Department of Ecology-maintained website (NatureMapping) where it can be easily accessed.

Program activities are performed by contractor(s) and involve the following:

- Recruit new teachers into the program and provide support to returning teachers.
- An orientation and kickoff event is held once a year in the fall as budget permits.
- New teachers receive one or more classroom visits to prepare them for monitoring and assistance in selecting monitoring sites. Classes also receive coaching on their Watershed Congress presentation and on developing an inquiry question based on their field experiences.
- Teachers and students are trained in water quality and habitat monitoring. All levels of monitoring are acceptable. First-time groups are normally started with tests for temperature, pH, dissolved oxygen, and macro invertebrates. Classes map their area and make note of habitat and land use and erosion issues. As schools progress, additional tests are added. These tests may include nitrates, phosphates, fecal coli-form, and total solids. The program loans equipment and also works with the school to acquire its own equipment when appropriate.
- Teachers and classes are accompanied into the field until they feel they can do the monitoring on their own. The time for this varies by school, grade level and teacher comfort with the role.

- Teachers are trained to submit their water quality and habitat data to the statewide Nature-mapping database. Each monitor receives a unique web page as a result of submitting data and anyone can access this database to see where monitoring is happening and the results that have been submitted by others from around the state.
- Teachers and students can choose to receive training on amphibian and reptile identification to assist on a county-wide “Critter Count Day”.
- The monitoring program is connected with the Essential Academic Learning Requirements (EALRs) so that teachers can participate and still meet statewide and district educational goals.
- Teachers and selected students attend an annual Student Watershed Congress to share their monitoring experience and data.
- Classes with longer time slots available may have the option to participate in more intensive macroinvertebrate studies.
- The Monitoring Program will work with parents and other volunteers to assist with the macroinvertebrate component.

Annual Student Watershed Congress

In return for the assistance and training offered by the program, teachers are required to send some of their students to the annual Watershed Congress in late May/early June to share their monitoring experiences and data. Many groups prepare poster boards, some prepare PowerPoint presentations, but all give oral reports to an audience composed of teachers, parents, other students, and community members and participate in discussions where they compare results and identify some action and/or follow-on opportunities.

Tasks and Deliverables:

Note: For 2014, The Water Center, in partnership with Clark County and the City of Battle Ground, has been awarded a state grant for “Connecting Schools and Families to Healthy Stormwater Actions” – a funding agreement from the Department of Ecology is anticipated in late December 2013. With this grant it is anticipated that much of the costs associated with offering the program in prior years will be covered for this one year. As a result the Clean Water Program funding is being reduced and the County support under the IGA is limited to Task 2, support for contractors to participate in classroom and site visits. Other tasks, including quarterly invoicing and reports to the County are reduced for 2014. Tracking of costs between City and County schools will not be done, unless needed for the state grant report. There is a potential for non-Clean Water Fund support from the County, through the Green Schools Program (and outside of the IGA), to support some direct expenses for participating Green Schools independent of their location within the region.

Task 2: Classroom and Site Visits

The CITY’S Contractors will provide classroom presentations and assistance to teachers as needed. Activities include initial program overview, assistance with monitoring site selection, training of teachers and students in Level I monitoring and continued work with the teachers and students at their selected site throughout the school year. Contractors also help design an inquiry

based on individual sites and provide guidance for developing the Watershed Congress presentation.

Deliverables:

- Ongoing:* Classroom presentation/orientation for each participating teacher.
- Ongoing:* Assistance to individual teachers in selecting a nearby stream, lake, wetland or pond.
- Ongoing:* Train teachers and students in Level I monitoring: begin with water quality parameters: temperature, pH, dissolved oxygen, and macroinvertebrates; Describe land use, habitat, and erosion issues of site. Add other tests according to teacher/student need and comfort level: nitrates, phosphates, fecal coliform and total solids.
- Ongoing:* Train selected teachers and students in collecting and quantifying macroinvertebrates as another measure of stream water quality.
- Ongoing:* Work with teacher and students at selected site throughout the school year.

Task 5: Reporting and Administrative Activities

The CITY staff and Contractor will involve the COUNTY Liaison in appropriate planning meetings and will share statistical information as it becomes available.

Deliverables:

- Ongoing:* Inclusion of COUNTY staff in appropriate program planning meetings.
- Invoicing:* A single invoice will be submitted to the COUNTY once the full budget has been expended on allocated costs.

REPORTING


All invoices shall be sent to the attention of:

Peter DuBois, Clark County Environmental Services
PO Box 9810
Vancouver, WA 98666-9810

Changes to the terms and conditions of this agreement may be made by mutual agreement between the COUNTY and the CITY.

Clark County Environmental Services
Department

City of Vancouver Public Works
Department



Don Benton, Director 3-18-14 Date



Brian Carlson, Director 3/19/14 Date

2014 PROGRAM BUDGET

Total Watershed Monitoring Program Budget: \$115,000

Clark County Share: \$3,000

Funding Source	Clean Water Program	City of Vancouver	In Kind Contributions	Other Funding/ State Grant ⁸
Contractor ¹	\$3,000			\$6,000
Contractor ²				\$39,000
Other contracts ³				\$11,000
City Staff and other partners		\$3,000		\$24,000
Volunteer hours ⁴			\$9,000	
Watershed Congress			\$1,500	\$4,300
Supplies - Miscellaneous				\$2,000
Monitoring and Misc. Equipment ⁵				\$4,200
Substitute reimbursement ⁶				\$5,000
Bus rental ⁷				\$3,000
TOTALS	\$3,000	\$ 3,000	\$10,500	\$98,500

1. Contractor 1: Time to recruit, schedule classroom visits, visit schools in the unincorporated areas and participate in planning Teacher Kickoff and Watershed Congress.
2. Contractor 2: Time to recruit, visit schools in the unincorporated areas and participate in planning Teacher Kickoff and Watershed Congress. In addition, has primary responsibility for a focused macroinvertebrate program offered to selected schools.
3. Other Contracts: Additional person for field programs, Teacher Kickoff and Watershed Congress
4. Volunteer hours calculated at national rate for latest year available (2012: \$22.14)
5. Monitoring and Miscellaneous Equipment: Purchase additional Hach/Chemetrics/miscellaneous kits and replenish consumables. Purchase classroom teaching tools and field equipment for macroinvertebrates specialty.
6. Substitute Reimbursement: Funds substitutes for teachers to attend fall Kick-off Event (as funding permits) and Watershed Congress held on a school day. Potential funding from regional Green Schools Program.
7. Bus Rental: Funds buses to bring students to Watershed Congress. Potential funding from regional Green Schools Program.
8. Other Funding/State Grant: The award of a Department of Ecology Grant to assist with implementation and expansion of this program in 2014 and a portion of 2015 has been announced in the amount of \$126,921. The allocation shown within this column may be adjusted following the completion of a funding agreement in late December of 2013. There is also the potential for the regional Green Schools program to contribute towards some of the direct expenditures noted, such as substitute reimbursement and bus rental.