INTERLOCAL SERVICES AGREEMENT BETWEEN CLARK COUNTY AND THE CITY OF VANCOUVER FOR

STUDENT WATERSHED MONITORING NETWORK 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 Phase I Municipal Stormwater 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 watershed 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 Watershed 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 five-year period from January 1, 2017, through December 31, 2021 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 Public Works Department Clean Water Division Manager 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 Public Works Department Clean Water Division. 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 Clean Water Division Manager.
- SECTION 7. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the County 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 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 either 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:

To Clark County:

CITY OF VANCOUVER WATER CENTER

CLARK COUNTY **CLEAN WATER DIVISION**

P.O. Box 1995

P.O. Box 9810

Vancouver, Washington 98668-1995

Vancouver, Washington 98666-9810

Attention: Rich McConaghy

Attention: Dean Boening

360-487-7165

360-397-2121 x4264

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 Clean Water Division Manager 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 Workscope 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. SEVERABILTY. 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 12 m day of December, 2016.

DF VANCOU

Eric Holmes, City Manager

APPROVED AS TO FORM:

E. Bronson Potter, City Attorney

R. Lloyd Tyler, City Clerk

Attest:

By: Carrie Lewellen, Deputy City Clerk

Attachment A – 2017 Budget and Scope of Work

CLARK COUNTY

Mark McCauley, County Manager

APPROVED AS TO FORM:

Christine Cook

Sr. Deputy Prosecuting Attorney

Attest:

Rebecca Tilton, Clerk to the Board

Attachment A to Intergovernmental Agreement between Clark County Public Works, Clean Water Division and City of Vancouver Water Resources Education Center

2017 Budget and Scope of Work

PROJECT: Student Watershed Monitoring Network Program

This is a binding agreement for the Watershed Monitoring Program incorporated by reference into the intergovernmental funding agreement entered into on December____, 2016 by and between the Clark County Public Works, Clean Water Division, 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 2017 Student Watershed Monitoring Network 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:

Dean Boening, Clean Water Division Manager (360) 397-2121, ex 4264

Funding Amount: \$50,000 per year

This agreement takes effect upon signature of both parties. The Scope of Work described herein shall be completed in calendar year 2017 which covers portions of two school years (2016-17, and 2017-18). The period ends on December 31, 2017. As allowed for in SECTION 5 and SECTION 16 of the Agreement, the scope of work and budget for the Student Watershed Monitoring Network can be reviewed, extended and/or adjusted annually as appropriate over the term of the Interlocal Services Agreement (2017 through 2021) upon approval of the County Clean Water Division Manager and the City Director of Public Works.

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 Division seeks to sustain a student watershed monitoring program in local schools. Over the past 19 years, more than 39,000 Clark County students participated in the Watershed Monitoring Network. The long-term viability of the Program speaks to its success and the need it fulfills in educating students about stormwater and human actions that impact it. The hands-on activities, real-time monitoring, and field trips

associated with watershed monitoring are effective and engaging ways to educate students about the threats to our water resources and to involve 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 watershed 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 Washington Department of Ecology and partnerships with Sierra Club, Habitat Partners, Lower Columbia Estuary Partnership 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 and 2014 the City and the County entered into inter-local agreements to partner in funding this program. The current updated agreement that starts in January 2017 runs through December 31, 2021. This scope of work is reviewed and updated as needed to detail the work and budget for the program in each year of the current inter-local agreement.

The partnership funds the monitoring of physical water quality parameters, macroinvertebrates and soil and plants as schedules permit. Funding from the Clark County Clean Water Division enables contracted staff to encourage and facilitate participation by interested classrooms from schools in Clark County 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 Division's financial contributions, the program has expanded every year. A recent look at the ratio of students in County and City schools participating in the Network showed that more than 85% of students were from County schools, partially due to the proximity of their available monitoring site.

The goal of the City's program is to involve students of all ages (the program currently trains grades 1 through 12) in monitoring local rivers and streams, lakes, or accessible bioswales 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.

From January 2014 through February 2015, the City, Clark County, and the City of Battle Ground were partners in undertaking a Department of Ecology funded grant to operate and expand the capabilities of the Student Watershed Monitoring Network. This included the development of new soil, erosion and plant investigations, hands-on/stewardship toolkits, and the piloting of Family Watershed Festivals among other things. These new monitoring

investigations have been integrated into the program as expanded options for field monitoring in order to educate students on how human activities on land impact stormwater. Water quality testing and macroinvertebrate surveys will remain a primary focus for the watershed monitoring network. However, as grade level science requirements and science standards change, soil and water investigations will offer more flexibility for a broader range of grade levels.

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 professional development for teachers.
- 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 evidence based question of their field experiences.
- Teachers and students are trained in water quality and habitat monitoring as well as in land-based investigations. 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 or land-based investigation topics are added. For water quality these tests may include nitrates, phosphates, and fecal coliform.
- 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 Washington State K-12 Learning Standards (Common Core) and the Next Generation Science Standards (NGSS) so that teachers can participate and meet statewide and district educational goals as they undertake various elements of the program.
- Teachers and selected students attend an annual Student Watershed Congress to share their monitoring experience and data.
- The Monitoring Program will work with parents and other volunteers to assist with field investigations.

Annual Student Watershed Congress

In return for the assistance and training offered by the program, teachers are encouraged to send some of their students to the annual Watershed Congress in late May/early June to share their monitoring experiences and data. Some groups prepare poster boards and most 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 actions to improve the water quality at their monitoring site.

Tasks and Deliverables:

Note: Tasks 1, 3, 4 and 6 will be funded jointly by both City of Vancouver and Clean Water Division dollars. Task 2 and Task 5 activities will be funded by Clean Water Division dollars if the school is in Clark County outside Vancouver or serves students living in this area. This includes support for classroom visits, substitute reimbursement and buses as well as stewardship and optional activities benefiting a particular site. City dollars will pay for Task 2 site visits or

Task 5 projects for city schools, as well as buses and substitute reimbursement for teachers in City schools.

Task 1: Recruitment / Support for returning teachers

The CITY'S Contractors will actively promote the program until capacity is reached to increase teacher participation in Clark County as well as provide ongoing support to teachers already participating. Recruitment activities include the Contractor's time in contacting teachers as well as development of promotional materials, such as a PowerPoint presentation.

Ongoing support for participating teachers includes a Fall "kick-off" training and substitute reimbursement for attending teachers, professional development (as needed and as budget permits), distribution of training materials and connections to other community watershed resources.

Deliverables:

Fall

Hold annual watershed monitoring kick-off for teachers.

Ongoing:

Recruit teachers from elementary, middle, and high schools in the

areas of Clark County outside Vancouver for participation in the program.

Ongoing:

Provide Clark County with a master list, updated as necessary, of

participating schools and/or sites, and teachers located in the areas of

Clark County outside Vancouver.

Ongoing:

Provide support for teachers already participating in the program.

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 evidence-based claim for 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 bioswale.

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 or investigations according to teacher/student need:

nitrates, phosphates, fecal coliform and various soil and plant

investigations of most interest to each teacher.

Ongoing:

Work with teachers and students at selected sites throughout the school

year.

Task 3: Equipment Management

The program will purchase additional equipment and maintain a system for limited loaning and continual refurbishing (re-stocking consumables).

Deliverables:

Fall/ongoing: Purchase additional equipment to serve monitoring network. Replace

consumables (e.g. reagents needed for testing, etc.).

Ongoing:

Track equipment.

Task 4: Annual Student Watershed Congress

The CITY will organize and host the annual Student Watershed Congress in May or June (depending upon availability of the host facility which has been WSU-V for the last decade). Teachers participating in the program will be asked to bring a limited number of students to represent their program and share findings with other participants and the community.

Deliverables:

March:

Invitations sent to teachers.

May/June:

Host students and teachers at annual Congress.

October:

Provide post event summary as part of the second quarter/end of school

year report.

Task 5: Stewardship and Optional Activities

During 2014 with the support of a Washington Department of Ecology grant mentioned above, the Watershed Monitoring Network Program piloted the use of "hands-on project toolkits" as an additional strategy to support student learning and to engage their families and host schools in taking positive actions to extend learning under the program and make it real and relevant. The grant provided some support for projects that some schools developed to reduce stormwater impacts. This task recognizes that this need continues but supporting the large numbers of schools participating in the Watershed Monitoring Network will use existing Watershed Monitoring Program funds. The City will connect interested teachers and schools to resources like Green Schools, the Clark Conservation District and Urban Forestry who may provide funding and technical support.

Deliverables:

Quarterly:

Notification of interest by teachers of outside funding sources to support

projects.

Task 6: Reporting and Administrative Activities

The CITY staff and Contractor will involve the COUNTY Liaison in appropriate planning meetings as well as provide program updates and statistical information as requested and in a school year end report. Information will be reported by task number and include relevant statistics such as number of teachers/classrooms, number of students, levels and nature of monitoring as well as an evaluation of the program and suggestions for improvement. The partners recognize that a primary need of reporting is to document what is done and accomplished through shared support for the program. Concise and summary level information is sufficient in most cases for these reports and neither the volume of information nor the presentation of these reports is expected to be extensive or comprehensive.

Deliverables:

Ongoing: Ongoing:

Quarterly:

Informal activities and progress reports as needed and appropriate. Inclusion of COUNTY staff in appropriate program planning meetings. Written brief quarterly report of activities due on the 20th of the next

month following the end of the quarter.

1st quarter (Jan-March): 2nd quarter/end of year (April-June) Due October 1 3rd quarter (July-Sept) 4th quarter (Oct-Dec)

Due April 20 Due October 20

Due January 20

Since this program operates on a school year versus a calendar year, the second quarter report (April-June) will be considered the annual report and will detail activities and statistics of the second quarter as well as summarize and critique the previous school year's program and include suggestions for changes and improvements, consequently added time is provided for completing this report.

In addition to a brief narrative, the annual summary, at a minimum, will include the following statistics:

- 1. The final master list of participating schools, teachers and associated sites monitored in Clark County outside Vancouver.
- 2. Total number of students, schools and teachers served by grade level
- 3. At Watershed Congress: Number of students, teachers, other participants

Prior to submission to the County, all reports require the signature of the Water Resources Education Center Manager.

REPORTING

All reports shall be sent to the attention of:

Dean Boening, Clark County Clean Water Division Manager 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 Public Works	City of Vancouver Public Works		
Department	Department		

Heath Henderson, Director Date

| MMM | 12/19/16 |
| Brian Carlson, Director Date

2017 ANNUAL PROGRAM BUDGET

Total Watershed Monitoring Program Budget: \$123,615

Clean Water Program Share: \$50,000

Funding Source ->	Clean Water Division	City of Vancouver	In Kind Contributions
Lead Contractor 1	\$26,000	\$13,000	
Other contractors ²	\$14,000	\$6,000	
City Staff and other partners		\$32,000	
Volunteer hours ³			\$9,400
Watershed Congress	\$2,500	\$1,800	\$1,570
Supplies - Miscellaneous		\$2,000	Ψ1,010
Monitoring and Misc. Equipment ⁴	\$2,000	2,210	\$3,135
Substitute reimbursement ⁵	\$3,500	\$1,500	40,100
Bus rental ⁶	\$2,000	\$1,000	
TOTALS	\$50,000	\$59,510	\$14,105

- Contractor 1: Time to recruit, visit schools in Clark County areas and participate in planning Teacher Kickoff and Watershed Congress. In addition, has primary responsibility for a focused macroinvertebrate program offered to selected schools.
- Other contractors: Time to recruit, schedule classroom visits, visit schools in Clark County and
 participate in planning Teacher Kickoff and Watershed Congress. May include an additional person for
 field programs, Teacher Kickoff and Watershed Congress.
- 3. Volunteer hours This is estimated based on 400 hours of volunteer contributions to Congress and field visits by community and agency participants calculated at national rate for 2015: \$23.56
- 4. Monitoring and Miscellaneous Equipment: Purchase additional Hach/Chemetrics/miscellaneous kits and replenish consumables. Purchase classroom teaching tools and field equipment for macroinvertebrates or land-based investigations. Much of the programs equipment is used year after year. However, consumables and broken equipment is replaced about twice a year.
- 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.
- 6. <u>Bus Rental:</u> Funds buses to bring students to Watershed Congress. Potential funding from regional Green Schools Program might also support this, however, that is not shown.