

**INTERGOVERNMENTAL SERVICES CONTRACT
FOR SOUTH SOUND GREEN
BETWEEN
THE CITIES OF LACEY, OLYMPIA, TUMWATER, AND THURSTON COUNTY
AND THE THURSTON CONSERVATION DISTRICT**

THIS CONTRACT, pursuant to chapter 39.34 RCW, is made and entered into in five duplicate originals by and between the Cities of Lacey, Olympia, Tumwater, and Thurston County, hereinafter “LOCAL JURISDICTIONS” and THURSTON CONSERVATION DISTRICT, hereinafter “DISTRICT”. Wherein the DISTRICT administers a watershed education program for grades 4-12 known as South Sound GREEN (SSG) the LOCAL JURISDICTIONS enter into this contract.

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

I. PURPOSE OF CONTRACT

The LOCAL JURISDICTIONS have storm and surface water utilities with a regulatory responsibility to provide education to the general public, including school aged children, on the impacts of stormwater on surface waters and to provide opportunities to become involved in stewardship activities. In addition, the Local Jurisdictions have determined that providing stormwater and watershed-education through local partnerships offers a cost-effective method to deliver required educational messages. The Local Jurisdictions enter into this contract with the DISTRICT because it has a proven record of administering an effective watershed education program for grades 4-12 known as South Sound GREEN (SSG).

II. CONTRACT SCOPE

The LOCAL JURISDICTIONS shall work with the DISTRICT to prepare an annual Work Plan to describe the watershed education program activities each year. The annual Work Plan for each year shall be reviewed and approved in writing by the representatives of the LOCAL JURISDICTIONS by December 31st of the preceding year. In the event an annual Work Plan is not approved prior to December 31st of the preceding year, the LOCAL JURISDICTIONS can agree to an extension by which the annual Work Plan shall be reviewed and approved.

III. SERVICES PROVIDED BY THE CONTRACTOR

A. District

- i. Represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the duties set forth in this Contract.

- ii. Through the SSG program, shall perform the services set as described and agreed upon in the annual Work Plan, which are designed to reduce or eliminate behaviors and practices that contribute to adverse stormwater impacts.
- iii. Shall perform according to standard industry practice of the work specified by this Contract.
- iv. Shall provide labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the LOCAL JURISDICTIONS.
- v. Shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- vi. Shall submit billing invoices along with companion narrative progress reports to each jurisdiction on a quarterly basis within two weeks of the end of each calendar quarter. Quarterly narrative progress reports shall be provided to each jurisdiction in a format that is determined by and acceptable to the respective jurisdiction. In addition to the narrative, the 4th quarter report shall include the cumulative year-end numbers of participants by jurisdiction.
- vii. Shall serve as the administrator of this Contract.

IV. LOCAL JURISDICTIONS

- A. In order to assist DISTRICT in fulfilling its duties under this Contract, LOCAL JURISDICTIONS shall provide the following:
 - i. Assistance with developing an annual Work Plan, that shall be agreed upon in writing by the LOCAL JURISDICTIONS.
 - ii. Services, documents, or other information identified and agreed to in the annual Work Plan.

V. BASE ANNUAL FUNDING

A. The budget for the services under this Contract is established, and must be maintained by the DISTRICT, as follows. In consideration for the services described, the LOCAL JURISDICTIONS shall provide funding to the DISTRICT, in the amounts shown below, except in the event of a non-appropriation of funds. The budget will increase by five percent (5%) annually, for each jurisdiction, for the life of this contract.

Jurisdiction	2026 Baseline
City of Lacey	\$19,656
City of Olympia	\$19,656
City of Tumwater	\$8,400
Thurston County	\$18,720

- B. Payment to the DISTRICT by each jurisdiction shall be on a quarterly basis, with 25 percent of each jurisdiction's annual payment being paid each quarter. Payment shall be made to the DISTRICT following receipt by each jurisdiction, of the DISTRICT'S invoice and progress report summarizing services rendered to date under this Contract. The DISTRICT will work with each LOCAL JURISDICTION to determine preferred report content and format.

VI. NON-APPROPRIATION OF FUNDS

Should a LOCAL JURISDICTION fail to secure the base funding amount specified in Section V, due to non-appropriation of funds, the LOCAL JURISDICTION shall provide written notice to the other LOCAL JURISDICTIONS and the DISTRICT within thirty (30) calendar days of its budget adoption. The LOCAL JURISDICTIONS and the DISTRICT agree to meet within fourteen (14) calendar days thereafter to discuss the impacts of such a budget non-appropriate or reduction. The LOCAL JURISDICTIONS either separately or collectively may elect to redistribute costs or eliminate DISTRICT services at their discretion.

VII. EFFECTIVE DATE; DURATION OF CONTRACT

The term of this Contract shall commence upon the approval of the LOCAL JURISDICTIONS' respective governing bodies and the DISTRICT, and following posting on the DISTRICT's public website. This Contract will continue in effect until December 31, 2030, unless extended by mutual agreement of the Parties pursuant to Section X of this Contract. By this Contract, the parties ratify performance described in this Contract that was performed between January 1, 2025 and execution of this Contract by all parties.

VIII. HOLD HARMLESS AND INDEMNIFICATION

The DISTRICT agrees to indemnify, defend, and hold harmless LOCAL JURISDICTIONS, their elected officials, employees, and agents from and against any and all liabilities, losses, damages, expenses, actions, and claims, including reasonable attorneys' fees, arising out of or in connection with the DISTRICT'S performance of this Contract except for any damages arising out of bodily injury to persons or damage to property arising from the sole negligence of the LOCAL JURISDICTIONS, their agents or employees.

It is further specifically and expressly understood that the indemnification provided herein constitutes the DISTRICT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

IX. CONTRACT REPRESENTATIVE; NOTICE

Each party to this Contract shall have a representative. The LOCAL JURISDICTIONS' representatives shall serve on the South Sound GREEN Advisory Committee. Each representative shall serve as the contract administrator for his or her jurisdiction, for purposes of this Contract. Notice required under this Contract shall be sent by email and to the address designated for the parties, below. Contract representatives may be changed upon notice to the other parties. Notice will be deemed to be

received three business days following deposit in the U.S. Mail, postage prepaid, or by electronic read receipt, or alternatively, electronic return response from the Jurisdiction's representative.

THURSTON CONSERVATION DISTRICT

Thurston Conservation District Board Chair or designee
Thurston Conservation District
2918 Ferguson St. SW, Suite A
Tumwater, WA 98512
Phone: (360) 754-3588, Ext. 108

CITY OF LACEY

Water Resources Specialist or designee
Lacey Water Resources

420 College Street SE
Lacey, WA 98503
Phone: (360) 491-5600

CITY OF OLYMPIA

Senior Program Specialist – Stormwater Education & Outreach or designee
Olympia Water Resources
PO Box 1967
Olympia, WA 98507-1967
Phone: (360) 570-3936

CITY OF TUMWATER

Water Resources Specialist or designee
Tumwater Water Resources
555 Israel Rd. SW
Tumwater, WA 98501
Phone: (360) 754-4148

THURSTON COUNTY

Education and Outreach Specialist or designee
CPED - Community Planning
3000 Pacific Ave SE
Olympia, WA 98501
Phone: (360) 754-4013

X. TERMINATION AND MODIFICATION

Any party may terminate participation in this Contract by giving 30 days' written notice of intent to terminate to the other parties, provided that LOCAL JURISDICTIONS shall be obligated to pay the quarterly invoice for the quarter in which the LOCAL JURISDICTION terminates. This Contract may only be modified by agreement of all the parties hereto, executed in writing, in the same manner as this Contract. However, modification may be executed solely through written agreement between each and every named agency representative, as identified under Section IX of this Contract, for the following:

- a. Any modification to the annual Work Plan, as identified under Section II.
- b. Any modification of the annual budget as designated under Section V.

XI. JURISDICTION AND VENUE

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted only in any of the courts of competent jurisdiction in Thurston County, Washington.

XII. SEVERABILITY

- a. If, for any reason, any part, term or provision of this Contract is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith.

XIII. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by all parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

XIV. RECORDATION

Per RCW 39.34.040, this Contract shall be posted and electronically available to the public on the DISTRICT's website.

XV. Miscellaneous

No real or personal property is to be jointly acquired, held, or disposed under this Contract. No separate legal or administrative entity is created by this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in quintuple originals to take effect on the date as prescribed in Section VII.

THURSTON CONSERVATION DISTRICT

Thurston Conservation District Board Chair

Date: _____

CITY OF LACEY

City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY OF OLYMPIA

City Manager

Date: _____

APPROVED AS TO FORM:

Michael M. Young

Senior Deputy City Attorney

ATTEST:

City Clerk

CITY OF TUMWATER

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS

Chair

Date: _____

Vice-Chair

Date: _____

Board Member

Date: _____

Board Member

Date: _____

Board Member

Date: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

Deputy Prosecuting Attorney

Attachment A

Scope of Work

The following Scope of Work describes tasks to be accomplished by South Sound GREEN (SSG) staff during the contract time of January 01, 2026, through December 31, 2026.

Activity	Responsibilities		Deliverables
	SSG	Jurisdictions	
Topic: Program Coordination			
Provide 1:1 coordination sessions with teachers, as needed, to establish and support field programming.	Attend coordination meetings	Coordinate dates early in the year	SSG ILA "Events Calendar" populated with events that fulfill the requirements of this ILA.
	Provide staff for field stations, monitoring, students, and activity set-up & takedown.		
	Administrative support for slide and presentation updates		
	Assist in providing materials		
Facilitate field programming, stewardship, and classroom presentations on stormwater management, watersheds, water quality, and non-point pollution topics.	Attend coordination meetings.	Coordinate dates early in the year and add to SSG ILA calendar of events.	SSG ILA Events Calendar specific to events that fulfill the requirements of this ILA.
	Provide staff for field stations, monitoring students, and activity set-up/takedown.		
	Administrative support for slide and presentation updates.		
	Assist in providing materials.		

Facilitate advisory committee meetings every 2 months (5 meetings/yr.) to close service gaps and provide equitable K-12 stormwater/watershed education throughout WRIA 13.	Schedule meetings in advance with a hybrid option, agenda, and lead in facilitation	Provide guidance on improving equity in their jurisdictions	Year end summary and equity assessment with goals for the next year.
Coordinate with school districts, agencies, and community groups to ensure good communication about SSG's educational programs, opportunities, and activities, and to ensure community participation.	The Partners will share ownership of communication deliverables and may ask for these in the original, editable format files they were created in.	Provide jurisdictional logos and branding guidance for marketing, newsletters for distribution at events.	Include partner branding and logo in awareness materials and digital advertising. Distribute provided newsletters.
Coordinate the date for next year's annual work plan.	Support the development of the work plan	Support the development of the work plan	Add date to the ILA calendar of events.
Work towards aligning program materials and teacher resources with proposed standards such as, Next Generation Science Standards, and the Since Time Immemorial Tribal Sovereignty Curriculum.	Contact jurisdiction coordinators for input on the program materials/resources with proposed standards	Provide input on jurisdiction specific standards at advisory committee meeting	

Activity	Responsibilities		Deliverables
	SSG	Jurisdictions	
Topic: Water Quality Sampling			
Provide support and training to teachers in preparation for water quality monitoring days.	Provide monitoring equipment	Provides professional and technical support, as capacity allows.	
	Provide staff time		

	Coordinate substitute teacher reimbursements		
	Coordinate transportation for students		
Coordinate 2 water quality monitoring days per school annually	Lead for coordinating with schools	Support for monitoring students on the day of the event	Sampling conducted on waterways of interest within priority basins.
	Lead for holding the event, supplying materials and equipment	Tabling or field station attendant	Schedule water quality days in advance, at jurisdictions' preference, and provide anticipated schedule to stakeholders. Include in the SSG ILA "Events Calendar".
	Make water quality data accessible via the SSG website and provide information on quality assurance & quality control methods.	Provide trained staff for sampling demonstration and performing the quality assurance/control of sample.	
Recruit and train volunteers to support water quality monitoring	Lead for contacting, tracking, and organizing volunteers	Provide support for advertising training opportunities	Schedule "Volunteer Training" only meetings and add to the SSG ILA "Events Calendar" with other meetings under this ILA.
	Lead in providing training materials and standard operating procedures (SOPs)		

Activity	Responsibilities		Deliverables
	SSG	Jurisdictions	
Topic: Teacher Professional Development			

Coordinate and implement 1 water quality monitoring teacher training workshop at the beginning of the school year. This training will provide up to date monitoring protocol training, updated background information, and emerging issues within the WRIA 13 watershed.	Lead in developing the water quality training workshop	Provide any updates on emerging issues with WRIA 13, including water quality SOPs	Assign a tentative date for the workshop early in the year and add to the SSG ILA "Events Calendar".
		Include the workshop date on internal annual events calendar for Stormwater Management Plan (SWMP) tracking purposes only.	
Coordinate individual teacher training sessions, as needed, to provide ongoing support	Provide support to teachers as needed on a case by case basis		
Coordinate and implement an annual "Summer Institute"	Coordinate and lead event, coordinate pre & post teacher surveys	Support development of surveys	Report attendance details and survey results.

Activity	Responsibilities		Deliverables
	SSG	Jurisdictions	
Topic: Student Green Congress			
Coordinate and implement a student GREEN Congress in the spring.	Lead in developing and coordinating contacts for the event	Provide guidance on improving service gaps with goal for equitable K-12 educational programming in respective jurisdictions.	Assign a tentative date for the workshop early in the year and add to the SSG ILA "Events Calendar".
		Provide support, as available, to facilitate & volunteer	Provide feedback results in reporting.

Activity	Responsibilities		Deliverables
	SSG	Jurisdictions	
Topic: Program Evaluation and Reporting			
Prepare and submit quarterly reports, to accompany quarterly invoices, for each jurisdiction/partner			Quarterly report will include: number of teachers and students that participate by activity/event
			List of schools that participate by activity/event
			Number of events, number of volunteers, and number of volunteer hours
			Combined impact for all jurisdictions
			Brief narrative by activity
			Photos that the jurisdictions can use to promote the program
			Teacher feedback and survey results; feedback from Student GREEN Congress
			Assistance with SSG data compilations for REEP service equity analysis
			Assistance in developing an equity strategy based on annual events calendar

			and which jurisdiction schools are participating.
Prepare and submit a Year-End Report			Cumulative numbers of teachers and students that participate by activity/event
			List of schools that participate by activity/event
			Number of events, number of volunteers, and number of volunteer hours
			Combined impact for all jurisdictions
			Brief narrative by activity, including lessons learned and/or recommendations for the future
			Photos that the jurisdictions can use to promote the program
			Teacher and student success stories