

**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. AGREEMENT 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.

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

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 Agreement.

- 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 Agreement.
- 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. Will 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.

IV. LOCAL JURISDICTIONS

- A. In order to assist DISTRICT in fulfilling its duties under this Agreement, LOCAL JURISDICTIONS shall provide the following:
 - i. Relevant information as exists to assist DISTRICT with the performance of DISTRICTS's services.
 - ii. Assistance with developing an annual Work Plan, that shall be agreed upon in writing by the LOCAL JURISDICTIONS.
 - iii. Services documents, or other information identified and agreed to in the annual Work Plan.

V. BASE ANNUAL FUNDING

- A. 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.

City of Lacey:	\$14,400
City of Olympia:	\$14,400
City of Tumwater:	\$ 8,000
Thurston County:	\$14,400

- 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, 2025, unless extended by mutual agreement of the Parties pursuant to Section X of this Agreement. By this Contract, the parties ratify performance described in this Contract that was performed between January 1, 2021 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 Agreement.

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 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.

THURSTON CONSERVATION DISTRICT

Stephanie Bishop, South Sound GREEN Coordinator or designee
Thurston Conservation District
2918 Ferguson St. SW, Suite A
Tumwater, WA 98512
Phone: (360) 754-3588, Ext. 108

CITY OF LACEY

Emily Watts or designee
Lacey Water Resources
PO Box 3400
Lacey, WA 98509-3400
Phone: (360) 438-2687

CITY OF OLYMPIA

Michelle Stevie or designee
Olympia Water Resources
PO Box 1967
Olympia, WA 98507-1967
Phone: (360) 753-8336

CITY OF TUMWATER

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

THURSTON COUNTY

Ann Marie Pearce or designee
CPED - Community Planning
2000 Lakeridge Drive, SW – Bldg. 4, Room 100
Olympia, WA 98502
Phone: (360)-754-3355 ext.6857

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 Agreement. However, modification may be executed solely through written agreement between each and every named agency representative, as identified under Section IX of this Agreement, 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.
 - a. The budget may be increased by no more than \$5000 for each jurisdiction for the life of this contract.

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 Agreement.

XIV. RECORDATION

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

XV. PROPERTY

No real or personal property is to be jointly acquired, held, or disposed under this agreement.

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

T.J. Johnson, 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:



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: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

PROSECUTING ATTORNEY
Jon Tunheim

Deputy Prosecuting Attorney