

PUGET SOUND CONSERVATION DISTRICTS

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into between Clallam, Jefferson County, King, Kitsap, Mason, Pierce, San Juan Islands, Skagit, Snohomish, Thurston, Whatcom and Whidbey Island Conservation Districts (“CONSERVATION DISTRICTS”) as public agencies pursuant to the Interlocal Cooperation Act, RCW 39.34

WHEREAS, the CONSERVATION DISTRICTS’ enabling statute, RCW 89.08 was adopted in 1939 to meet “a pressing need for the conservation of renewable resources in all areas of the state, whether urban, suburban, or rural, and that the benefits of resource practices, programs, and projects . . .”; and

WHEREAS, the Governor and Legislature identified the Puget Sound as a pressing State priority for protection and restoration; and

WHEREAS, the CONSERVATION DISTRICTS are an integral part of the Puget Sound community and bring to the table a long history and tradition of developing and implementing solutions that can significantly advance the goal of recovering the health of the Puget Sound; and

WHEREAS, the statutory duties and powers of the Washington Conservation Commission (“COMMISSION”) include authority to offer assistance to conservation districts across the state; to coordinate the programs of the several districts; to facilitate, promote, assist, harmonize, coordinate, and guide the programs of districts as they relate to other public agencies; and to secure the cooperation and assistance of federal and state agencies; among other powers and duties found in chapter 89.08 RCW; and

WHEREAS, the Washington Association of Conservation Districts (“WACD”) is a non-profit organization representing Washington’s 45 Conservation Districts, whose mission is to advance the purposes of Conservation Districts and their constituents by providing leadership, information, representation, products and services; and

WHEREAS, the CONSERVATION DISTRICTS recognize that by taking cooperative and coordinated action with the COMMISSION and WACD they can improve the overall quality, efficacy and economy of their programs.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this agreement, the CONSERVATION DISTRICTS agree as follows:

1. Puget Sound Conservation District (PSCD) Caucus: The Parties agree to establish and maintain a multilateral PSCD Caucus to assist in the implementation of this Agreement. The Caucus shall be composed of one designee from each district. It may be supported by subcommittees, as appropriate. The Caucus’ responsibilities shall include:

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- a. Establish procedures for operation.
 - b. Approving a biennial work plan comprised of individual and collective tasks that the respective Districts will, subject to the availability of funding, undertake to advance the goal of establishing a healthy Puget Sound.
 - c. Reviewing progress made in the implementation of this Agreement.
 - d. Preparing a progress report within 90 days of the close of each State of Washington biennium.
 - e. Meeting at least quarterly each year and additionally at the request of a majority of Puget Sound Conservation Districts.
2. Cooperative Efforts: The Parties agree to consult on approaches, share information and results of research on methods to remediate resource concerns negatively impacting the health of Puget Sound.
3. Coordinated Efforts: The Parties agree to:
- a. Develop Caucus programs so as to be consistent with and advance the Action Agenda priorities.
 - b. Develop community social marketing programs that promote the changes necessary to achieve the goal of a healthy Puget Sound
 - c. Utilize Puget Sound Partnership Action Agenda strategic priorities when organizing outreach activities to promote greater community involvement in the recovery of Puget Sound.
4. Shared Personnel: From time to time, CONSERVATION DISTRICTS expect that they may require additional or have excess staff.
- a. The managers of the individual districts may share employees to achieve their district's respective program goals on a short term basis pursuant to respective budget authority.
 - b. The lending district shall:
 - i. Continue to be the employer of the "shared" employee;
 - ii. Pay the salary and benefits of the shared employee;
 - iii. Submit a monthly voucher by the 8th work day of each month billing the borrowing district at the shared employee's composite rate.
 - c. The borrowing district shall:
 - i. Reimburse the lending district at the shared employee's composite rate within 20 days of receipt of an invoice;
 - ii. Provide day to day oversight over the shared employee;
 - iii. Provide a suitable work area and vehicle for travel to/from the borrowing district and cooperator worksite. If a vehicle is unavailable the borrowing district shall reimburse the shared employee for mileage at the state rate.
5. Availability of Funding: The obligations undertaken under this Agreement shall be subject to the availability of appropriated funds.

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6. Termination: Any party may withdraw from this agreement by giving written notice to the other districts by fax, mail, or e-mail.
7. Records Maintenance: The CONSERVATION DISTRICTS shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein.
8. Indemnification: Each party shall defend, protect, and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this agreement. The actions of f conservation district staff are deemed to be those of the district for whose project he/she was working on that gave rise to the claim.
9. **MEDIATION AND BINDING ARBITRATION**. If a dispute arises out of or relates to this contract or the breach thereof, the parties agree to try, in good faith, to settle the dispute by non-binding mediation through a Dispute Resolution Center. If this does not resolve the matter then the parties shall resort to binding arbitration. All dispute or claim in law or equity arising out of this contract or any resulting transaction shall then be decided by mandatory arbitration of civil actions under RCW §07.06 et seq. and Superior Court Mandatory Arbitration Rules (MAR), and not by court action except as provided by law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Venue for the resolution of the dispute shall be in the county of the responding or defending conservation district.
10. Agreement Alterations And Amendments: The CONSERVATION DISTRICTS may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind for each of the respective conservation districts.
11. All Writings Contained Herein: This Agreement contains all the terms and conditions agreed upon by the parties relative to staff sharing. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.
12. Governance: This agreement is entered into pursuant to and under the authority granted conservation districts by RCW 89.08.220(9) (the Conservation Districts Law) and by RCW 39.34.060 (the Interlocal Cooperation Act). The provisions of this agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - a. Applicable state and federal statutes and rules; and

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b. Any other provisions of the agreement, including materials incorporated by reference.

13. Effective Date: The effective date of this agreement is August 1, 2012 and will continue until terminated earlier as provided above. The termination by one Conservation District does not affect the continuation of the relationship between the remaining signatories.

Clallam Conservation District

By 

Jefferson County Conservation District

By 


King Conservation District

By 

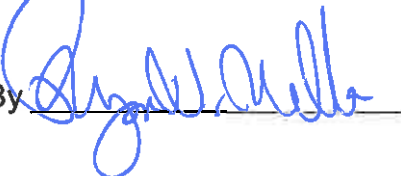
Kitsap Conservation District

By 

Mason Conservation District

By 

Pierce Conservation District

By 

San Juan Islands Conservation District

By 

Skagit Conservation District

By 

Snohomish Conservation District

By 

Thurston Conservation District

By 

Whatcom Conservation District

By 

Whidbey Island Conservation District

By 