

**INTERLOCAL AGREEMENT**  
**Between Washington State University and Snohomish Conservation District**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made pursuant to the authority granted in Chapter 39.34 RCW by and between Washington State University, an institution of higher education and agency of the state of Washington ("WSU"), and Snohomish Conservation District, an agency of the state of Washington ("Snohomish").

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions under which Snohomish will provide services to WSU.

**NOW, THEREFORE**, the parties agree as follows:

**1. STATEMENT OF WORK**

In exchange for WSU's payment to Snohomish as provided herein, Snohomish will provide to WSU Snohomish employee Bill Bove to provide the following services in the laboratory of WSU Professor Joe Harrison:

- A. Travel to/from WSU site;
- B. Perform duties in accordance with WSU's project SOPs, including but not necessarily limited to the following: acquiring data from logger equipment, review of data onsite to check for equipment malfunctions, preparation and review of data summaries, and occasional troubleshooting of equipment that can be accomplished within an agreed-upon time frame, relying on WSU interface modules and/or laptops for onsite data downloads;
- C. Managerial oversight;
- D. Bookkeeping/billing.

**2. EFFECTIVE DATE AND DURATION**

Subject to its other provisions, this Agreement shall be effective on the date the last signatory executes this Agreement or November 1, 2011, whichever is later, and will continue for three (3) years, unless terminated earlier as provided in this Agreement. This Agreement may be renewed or its terms modified or amended upon mutual written agreement of the parties.

**3. COMPENSATION**

- A. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the total cost of accomplishing the work for the stated term will not exceed \$10,000 per year, and may likely be below that amount. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

B. Compensation under this Agreement shall be paid at the following rates:

- i. Field work, data downloads, and related tasks at the digester site: \$37.40 per hour
- ii. Managerial oversight : \$55.38 per hour
- iii. Bookkeeping/billing: \$40.97 per hour
- iv. Vehicle Mileage: \$0.51 per mile

C. The estimated and projected monthly work and compensation to be paid under this Agreement during the first four months of the term shall be:

- i. Field work, data downloads, and related tasks at the digester site: 4 hours per week @ \$37.40 per hour = \$149.60 per week
- ii. Managerial oversight : 1 hour per week @ \$55.38 per hour
- iii. Bookkeeping/billing: 1 hour per week @ \$40.97 per hour
- iv. Vehicle Mileage: 40 miles round trip at \$0.51 per mile = \$20.40 per trip

4x\$149.60	\$598.40 (weekly field work, etc)
4 x \$20.40	+ \$81.60 (weekly mileage)
	+ \$55.38 (monthly managerial)
	+ \$40.97 (monthly bookkeeping, etc)

TOTAL PROJECTED MONTHLY  
COMPENSATION (FIRST FOUR MONTHS) = \$776.35 per month

D. Notwithstanding the projection and estimate in subsection (C) for the first four months of the term, the amount of work to be done under this Agreement in the first four months of the term and for the balance of the term shall at all times be determined by the parties in accordance with the needs of WSU and the availability of Snohomish's services.

E. Other expenses reimbursed under this Agreement shall be: None.

#### 4. **BILLING AND PAYMENT**

Snohomish shall submit properly executed and documented bills or vouchers on a monthly basis to:

WSU Puyallup REC  
Attn: Joe Harrison  
2606 W. Pioneer Way  
Puyallup, WA 98371

Payments for the amounts invoiced shall be made by WSU within thirty (30) days of receipt of invoice and shall be addressed to:

Snohomish County Conservation District  
Attn: Julie Allen, Grants Administrator  
528 91<sup>st</sup> Ave NE, Ste. A.  
Lake Stevens, WA 98258

**5. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six year after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**6. RIGHTS IN DATA**

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSU. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

**7. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**8. NON-DISCRIMINATION**

Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, gender, sexual orientation (to include gender identity), religion, veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) Washington state civil rights and nondiscrimination laws. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.

**9. MODIFICATION**

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**10. TERMINATION**

Either party may terminate this Agreement for any reason upon not less than thirty (30) days prior written notice to the other party, and the parties shall be liable only for obligations incurred up to the date of such termination.

**11. DISPUTES**

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**12. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. 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;
- B. Statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

**13. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**14. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this

Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**15. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

**16. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**(This area intentionally left blank)**

**17. CONTRACT ADMINISTRATION**

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:  
Name: Carla Ferguson, Grant & Contract Specialist  
College or Department: WSU Puyallup REC  
Address: 2606 W. Pioneer Way, Puyallup, WA 98371  
Telephone: 253-445-4615  
Fax Number: 253-445-4571

The Contract Administrator for Snohomish is:  
Name: Monte Marti, District Manager  
College or Department: Snohomish Conservation District  
Address: 528 91<sup>st</sup> Ave. NE, Ste. A, Lake Stevens, WA 98258  
Telephone: 425-335-5634 ext. 107  
Fax Number: 425-335-5024

**18. SIGNATURES**

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WASHINGTON STATE UNIVERSITY  
("WSU")**

Recommended by:  
By: *John D. Stark*  
Name: John D. Stark  
Title: Director, WSU Puyallup  
Date: 10-31-11

Approved by: *[Signature]*  
By: \_\_\_\_\_  
Name: Amanda N. Owen  
Title: Contracts Manager  
Date: Washington State University 10/25/11

**SNOHOMISH CONSERVATION  
DISTRICT  
("SNOHOMISH")**

Recommended by:  
By: *Monte H. Marti*  
Name: Monte H. Marti  
Title: District Mgr.  
Date: 10-28-2011

Approved by: *Mark Craven*  
By: \_\_\_\_\_  
Name: Mark Craven  
Title: Chair, S.C.D.  
Date: 10-31-2011