

**INTERLOCAL AGREEMENT TO SHARE RESOURCES BETWEEN THE
BENTON CONSERVATION DISTRICT AND THE
FRANKLIN CONSERVATION DISTRICT**

- 1 PARTIES TO THE AGREEMENT.** This Inter-local Agreement is made and entered into by and between the Benton Conservation District and the Franklin Conservation District, pursuant to authority granted by Chapter 39.34 RCW and Chapter 89.08.341 RCW.
- 2 PURPOSE.** The purpose of this Agreement is to formalize a shared management system as the basis for staff sharing, equipment and other resources necessary to fulfill various programs and tasks required of one or both Districts.
- 3 EFFECTIVE DATE.** This Agreement shall be effective on the first of the month following the agreements approval, signed by both parties and filed in accordance with RCW 39.34.040.
- 4 DURATION AND RENEWAL.** The duration of this Agreement is one year from the effective date to December 31st of each year and January 1st through December 31st in subsequent years. It shall be reviewed annually by official action by both parties, if no changes are made by either district then an automatic renewal occurs; with any revisions, a subsequent notification of renewal will be filed in accordance with RCW 39.34.040.
- 5 ANNUAL MEETING.** The district will have a joint meeting annually in October or November and other joint meetings as requested by either district. Approved minutes of regular and special board meetings shall be provided to the other District on a monthly basis to help keep each other appropriately informed.
- 6 COORDINATION OF RESOURCES.** From time to time, it becomes mutually beneficial for each District to share staff, equipment and other resources in the implementation of the District's conservation program. This determination of need to share resources is made by the District Manager in coordination with both District boards of supervisors. For activities/tasks shorter than 6 months in duration and/or that generate less than \$10,000 in expenses vouchered to either district a written agreement or addendum will not be required.
- 7 BASIS FOR REIMBURSEMENT.** The basis for covering costs of shared resources is actual cost, except for staff costs which will be reimbursed at the employee's composite rate as determined by the employer. Mileage will be reimbursed at the rate established by the State Office of Financial Management. The District providing resources to the other District will submit a detailed summary of costs to the receiving District monthly. The receiving District will reimburse the providing District in a timely manner, not to exceed ninety (90) calendar days from the date the summary of costs is submitted.
- 8 ADMINISTRATION.** Each district will be administered in accordance to the policies and procedures of that district.
- 9 INSURANCE.** Each Party will procure and maintain for the duration of this Agreement, Commercial General Liability, Auto Liability and Public Official Errors, and Omissions Coverage with a minimum liability limit of \$1,000,000 per occurrence for each coverage. Before commencing Services under this Agreement, the Parties shall provide a Certificate of

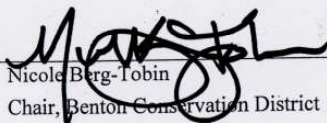
Insurance to each other. Each Party will provide insurance for the equipment/vehicles in their use.

- 10 PERFORMANCE REPORTING.** The management team, which is comprised of the District Manager and the Assistant Manager, shall provide a written monthly report pertinent to each district, which shall include activities, plans, and schedules related to said districts. The report shall also include any problems, delays, or adverse conditions that will materially affect the ability of management to meet project objectives, time schedules, or work units. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any district assistance needed to resolve the situation. In addition the management team will maintain an online calendar that the supervisors of both districts can access.
- 11 PERFORMANCE EVALUATIONS.** The districts agree each to conduct an annual written review of the management team's performance. The evaluation shall be conducted prior to the annual joint meeting, and will include a written evaluation of performed duties, projects successfully completed, reporting, staff managed, new project development, budgets properly managed. Disciplinary actions will follow the personnel management policies of the employing district. At the annual joint board meeting an executive board meeting will be held to discuss each evaluation of the management team and/or salary actions.
- 12 DISPUTES.** If there is a dispute or conflict associated with this agreement the Chair of the district asserting the issue shall contact the Chair of the other district to resolve the dispute or conflict. If the dispute cannot be resolved informally, then two members of each board will meet jointly to resolve the dispute. If the dispute cannot be resolved by such a joint meeting, the districts will seek a facilitator agreeable to both districts. In the event the districts cannot agree on a facilitator, either party may terminate this agreement per the provisions in section 13.
- 13 TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, the individual parties shall be liable for performance rendered prior to the effective date of termination.
- 14 CHANGES, MODIFICATIONS, AND AMENDMENTS.** Provisions of the Agreement, in whole or in part, may be waived, changed, modified or amended only by written agreement executed by both parties hereto and filed in accordance with RCW 39.34.040. Either district may propose changes, modifications and/or amendments for consideration.
- 15 OFFICIAL COPY.** Pursuant to Chapter 39.34.040 RCW, an official electronically retrievable copy of this agreement and any changes, modifications, amendments, renewals and attachments shall be listed by subject and downloaded to both district's web sites.
- 16 LIABILITY.** Each party will defend, indemnify, and hold harmless the other party, its officers, officials, employees, agents and volunteers from and against any and all claims, injuries, damages, losses or suits, including any attorney fees and legal costs and expenses, arising from its own negligent acts, errors, or omissions in performance of this Agreement. Further, each party shall be responsible for any claims, injuries, damages, losses or suits, including any attorney fees and legal costs and expenses arising from its own negligent acts, errors, or omissions in performance of the Agreement. If parties are concurrently negligent, each party's obligation to defend, indemnify and hold harmless the other party, its officers,

officials, employees, agents, and volunteers shall be limited to the extent of each party's negligence or the negligence of each party's officers, officials, employees, agents, and volunteers. For the purposes of this indemnification, the parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. The provision of this section shall survive the expiration or termination of the Agreement.

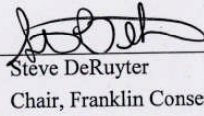
17 **SEVERABILITY.** If any provision of this Agreement, or its application to any person or circumstance is held invalid, the remainder of this Agreement, or the application of the provision to other persons or circumstances is not affected.

18 **EXECUTION.** As approved by a majority of each board of supervisors, we, the undersigned, agree to the terms of this Agreement.



Nicole Berg-Tobin
Chair, Benton Conservation District

11/14/09
Date



Steve DeRuyter
Chair, Franklin Conservation District

12/16/2008
Date