

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF SHELTON  
AND THE MASON CONSERVATION DISTRICT**

This Interlocal Agreement (this “Agreement”) is entered into by and between the City of Shelton (the “City”) and the Mason Conservation District (the “MCD”).

WHEREAS, Chapter 39.34 RCW permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, the City and the MCD are public agencies within the meaning of chapter 39.34 RCW; and

WHEREAS, the MCD is authorized to “conduct educational and demonstrational projects” related to renewable natural resources conservation and to carry out preventative and control projects, including engineering operations, for renewable natural resources conservation; and

WHEREAS, RCW 89.08.220(4) specifically authorized the MCD to “cooperate or enter into agreements with, and . . . to furnish financial or other aid to any agency, governmental or otherwise, . . . in the carrying on of preventive and control measures and works of improvement for the conservation of renewable natural resources within the district”; and

WHEREAS, the City carries out a variety of projects and activities that may implicate renewable natural resources conservation; and

WHEREAS, the City and the MCD desire to enter into an agreement in order for the MCD to provide environmental and engineering support to the City on an as-needed basis for such projects and activities, as authorized by RCW 89.08.220.

NOW, THEREFORE, the City and the MCD mutually agree as follows:

**1) Scope of Work**

The MCD shall, on an as-needed basis, provide environmental and engineering services to the City as authorized by RCW 89.08.220 and as deemed appropriate by the parties.

Specific projects and services shall be documented by a supplemental memorandum at the time of project inception. When such a supplemental memorandum is signed by authorized representatives of both the City and the MCD, it shall be incorporated into this agreement by this reference.

The City will reimburse the MCD for those allowable costs, which may include labor, travel, and materials, that are budgeted and approved by the City Commission.

**2) Payment**

The MCD shall submit any requests for payment to the City no more frequently than once per month, except that a "year-end" billing shall be presented during the first week of January of each year for all activities occurring through and including December 31 of the prior year. Within thirty (30) days after receipt of a request for payment, the City shall pay the full amount billed or withhold a portion thereof and provide the MCD written notice specifying the total amount withheld and the ground(s) for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains).

### **3) Effective Date, Duration, and Termination**

This agreement shall be effective when both parties have duly executed it. Prior to its entry into force, this agreement must be filed with the Mason County Auditor or, alternatively, listed by subject on the MCD's or the City' website or other electronically retrievable public source.

This agreement shall automatically renew annually unless terminated by either party. Termination of this agreement by either party may be accomplished on thirty (30) days' written notice to the other party.

### **4) Compliance with Legal Requirements**

Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, bidding requirements applicable to professional services. In the event that the MCD contracts for professional services with any person other than an MCD employee and those professional services will be utilized to satisfy the MCD's obligations under this agreement, the MCD shall notify the City and shall comply with the requirements of chapter 39.80 RCW.

### **5) Relationship of the Parties**

No agent, employee, or representative of the MCD shall be deemed to be an agent, employee, or representative of the City for any purpose, and the employees of the MCD are not entitled to any of the benefits the City provides to City employees, and vice versa.

### **6) Insurance**

The City is a self-insured governmental entity pursuant to the laws of the state of Washington. The City maintains property, premises, and joint general liability insurance through the Washington Cities Insurance Authority. The City certifies that it maintains property, premises liability, and general liability insurance in excess of \$2,000,000.00, including for the acts or omissions of its officers, employees, and representatives for the type and scope of work contemplated herein by its officers, employees, volunteers and agents.

The MCD hereby certifies that it maintains property, premises liability, and general liability insurance up to \$1,000,000.00 per incident, including for the acts or omissions of its officers, employees, and representatives, through a qualified insurance carrier.

Either party may request proof of insurance on request from the other party.

**7) Hold Harmless**

Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its officers, agents, and employees.

**8) Governing Law and Venue**

The parties agree that the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this agreement. The parties agree that venue for any action arising from or relating to this agreement shall lie in Mason County Superior Court.

**9) Representatives**

The MCD:  
John Bolender, District Manager  
450 W Business Park RD  
Shelton, WA 98584  
360-427-9436 x121  
jbolender@masoncd.org

The City:  
Michael Michael, City Engineer  
525 W Cota St  
Shelton, WA 98584  
360-432-5125  
mmichael@ci.shelton.wa.us

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CITY OF SHELTON

Approved by:

Gary H. Crouce

DATE: Feb. 25<sup>th</sup>, 2015

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MASON CONSERVATION DISTRICT

Approved by:

[Signature]

David Mackey, Board Chair

DATE: \_\_\_\_\_