

RETURN TO:

Town Clerk
Town of Coupeville
PO Box 725
Coupeville, WA 98239

INTERLOCAL AGREEMENT BETWEEN TOWN OF COUPEVILLE AND
WHIDBEY ISLAND CONSERVATION DISTRICT

THIS AGREEMENT is made and entered into between WHIDBEY ISLAND CONSERVATION DISTRICT, hereinafter called "District", and TOWN OF COUPEVILLE, hereinafter called "Town" or "Coupeville", for District to provide Coupeville with consulting services as set forth herein.

WHEREAS, the District has represented, and by entering into this agreement now represents, that the agency and all employees assigned to work on any Town project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into this interlocal agreement;

NOW THEREFORE, the following is agreed upon by both parties:

1. Purpose of the Agreement:

The purpose of this agreement is to provide the Town with consulting services regarding the DOE Grant for Coupeville Stormwater Activities as described in Section 2. The general terms and conditions of relationships between the Town and the District are specified in this agreement.

2. Scope of Work:

The scope of work is set out in the attached Estimate of Probable Costs for consulting services regarding the DOE Grant for Coupeville Stormwater Activities, hereinafter referred to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the District unless noted otherwise in the scope of services or this agreement.

The Town may desire to have the District perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope

of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the District at no cost to the Town. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

3. Work Product and Documents:

a. The work product and all documents listed in the scope of services shall be furnished by the District to the Town, and upon completion of the work shall become the property of the Town, except that the District may retain one copy of the work product and documents for its records. The District will be responsible for the accuracy of the work, even though the work has been accepted by the Town.

b. In the event that the District shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the District, along with a summary of work done to date of default or termination, shall become the property of the Town. Upon request, the District shall tender the work product and summary to the Town. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the Town.

c. District will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this agreement without the written authorization of District.

4. Financial Arrangements:

District shall be paid by the Town for completed work for services rendered under this agreement and as detailed in the scope of services. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$1850.00. In the event the Town elects to expand the scope of services from that set forth in **Exhibit A**, the Town shall pay District an additional amount based on a time and expense basis, based upon District's current schedule of hourly rates.

a. Invoices shall be submitted by the District to the Town for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

b. The Town will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

5. Effectiveness and Duration:

a. This Agreement shall become effective August 1, 2009.

b. The District shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work within 6 months, not later than December 31, 2009, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the Town due to conditions not expected or anticipated at the time of execution of this agreement.

6. Amendments, Extension or Termination:

a. This agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.

b. Coupeville may terminate this agreement upon 10 days written notice to District. If this agreement is terminated in its entirety by the Town for its convenience, a final payment shall be made to the District which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

7. Integration Clause:

There are no verbal or other agreements that modify this document.

8. Compliance with Law:

The parties, in the performance of this agreement agree to comply with all applicable local, state, and/or federal laws and ordinances applicable to the activities contemplated herein.

9. Notices:

All required notices to be given under this agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

Town of Coupeville
Town Clerk
4 NE Seventh Street, P.O. Box 725
Coupeville, WA 98239

Whidbey Island Conservation District
P.O. Box 490
404 NE Center Street
Coupeville, WA 98239

10. Contact Phone Numbers:

Town of Coupeville City Hall: 360-678-4461
Public Works: 360-687-4461 EXT 4
Mayor: 360-678-4461 EXT 2

Whidbey Island Conservation District: 360-678-4708

11. Hold Harmless and Indemnification:

a. Indemnification of District. Coupeville shall indemnify District, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from Coupeville's performance under this agreement, provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of District, its officers, agents, or employees, Coupeville's indemnification obligation hereunder shall be limited to Coupeville's proportionate share of liability as agreed to by the parties to this agreement or determined by a court of competent jurisdiction.

b. Indemnification of Coupeville. District shall indemnify Coupeville, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from District's performance under this agreement, provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Coupeville, its officers, agents, or employees, District's indemnification obligation hereunder shall be limited to District's proportionate share of liability as agreed to by the parties to this agreement or determined by a court of competent jurisdiction.

c. Waiver of Immunity. The foregoing indemnity provisions are specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

12. Interlocal Cooperation Act.

The parties agree that no separate legal or administrative entities are necessary in order to carry out this agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the agreement will be established by mutual agreement. Any real or personal property used by either party in connection with this agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.

13. Filing.

Pursuant to RCW 39.34.040, within 10 days of the execution of this agreement by both Parties, Coupeville shall file a copy of the executed agreement with the County Auditor or in the alternative this agreement, may be listed by subject on the Town web site or other electronically retrievable public source.

14. Assignment:

The services to be provided by the District shall not be assigned or subcontracted without the express written consent of the Town.

15. Employment:

Any and all employees of the District, while engaged in the performance of any work or services required by the District under this agreement, shall be considered employees of the District only and not of the Town, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the District or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the District.

16. Legal Relations:

The District shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Island County Superior Court.

17. Independent Contractor:

The District's relation to the Town shall at all times be as an independent contractor.

18. Town Confidences:

The District agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the Town in each instance, the confidences of the Town or any information regarding the Town or services provided to the Town.

19. Town Approval:

Notwithstanding the District's status as an independent contractor, results of the work performed pursuant to this agreement must meet the approval of the Town, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and Town requirements.

20. Disputes:

The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

21. Non-waiver:

Waiver by the Town of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

22. Authority to Execute Agreement:

The signatories below certify that they have the authority to enter into this agreement and to bind the parties to the terms and conditions of this agreement.

23. Severability:

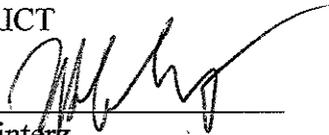
Should any part, term or provision of this agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this agreement shall not be affected, and the same shall be continued in full force and effect.

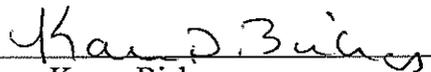
DATED this 31st day of December, 2009.

TOWN OF COUPEVILLE

By 
NANCY CONARD, Mayor

WHIDBEY ISLAND CONSERVATION
DISTRICT

By 
Fran Einterz
Co-Chair, WICD Board of Supervisors

By 
Karen Bishop
WICD – District Manager



(360) 678-4708
Toll Free (888) 678-4922
Fax (360) 678-2271
www.whidbeycd.org

P.O. Box 490 • Coupeville, WA 98239

Exhibit A

Scope of Work

Whidbey Island Conservation District (WICD) will develop content for a Stormwater brochure in collaboration with Town of Coupeville staff. WICD will design brochure as well as coordinate and pay for printing costs of final product.

Invoice shall be submitted at the end of the project and shall not exceed \$1,850.