

**INTERDISTRICT AGREEMENT  
for  
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into by the Whitman Conservation District, hereinafter referred to as the “administering district,” and the Adams, Asotin, Columbia, Palouse, Palouse-Rock Lake, Pine Creek, Pomeroy and Walla Walla conservation districts, hereinafter referred to as the “partnering districts.”

THE PURPOSE OF THIS AGREEMENT IS TO PROVIDE the signatory conservation districts with fair and consistent access to professional engineering services.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. ADMINISTERING DISTRICT – The administering district shall:
  - a. Enter into a grant contract with the Conservation Commission, the purpose of which is to hire and support a professional engineer;
  - b. Issue monthly paycheck(s) to the engineer and voucher for grant reimbursement.
  - c. Participate on the Board of Directors (see Appendix A).
  - d. **????Develop and maintain the TSP program (see Amendment A). ?THIS LINE SHOULD BE REMOVED?????**
  - e. **Hire and fire cluster engineer(s), following the recommendations of the PE Board.**
2. PARTNERING DISTRICTS – The partnering districts shall work cooperatively with the Administering District to form and participate on the Board of Directors.
3. PERIOD OF PERFORMANCE – This agreement shall commence when it is signed by all the parties, and shall terminate on June 30, 2009, unless terminated sooner or extended as provided herein.
4. RECORDS MAINTENANCE –The administering district shall maintain records as required in its grant contract with the Commission.
5. RIGHTS IN DATA – Unless otherwise provided, data which originates from this agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the conservation district for whom the data are created under this agreement. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, computer files, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and ability to transfer these rights.
6. 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.

7. AMENDMENTS – This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by the parties signatory to this agreement.
8. TERMINATION – Any of the parties may terminate their part of this agreement upon 30 days' prior written notification to the other parties. If one of the partnering districts terminates its part, the remaining parties shall meet to determine the fair and consistent redistribution of professional engineering support.

If the administering district terminates its part, the remaining districts shall meet with their Commission Field Operations Manager and the Commission Grants Officer to determine which of the partnering districts shall become the administering district. This new administering district shall then enter into a grant contract with the Commission, the purpose of which is to support a professional engineer.

9. INDEMNIFICATION – To the fullest extent permitted by law, the administering district and the partnering districts shall indemnify, defend, and hold harmless each other, their boards of supervisors, agents and employees, as well as the State of Washington, its officials, agents and employees from and against all claims for injuries or death arising out of or resulting from the performance of this agreement.
10. DISPUTES – In the event that a dispute arises under this agreement, it shall be resolved by an ad hoc Dispute Board made up of the Board of Directors plus the Conservation Commission Field Operations Manager for that area, acting as advisor. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, provided it is in accordance with the administering districts' grant contract, and applicable state and federal law.

In the event that the regional ad hoc Dispute Board is unable to make a determination, or the Board of Directors is unable to convene a local Dispute Board for any reason, the Commission may convene a statewide Dispute Board. The statewide Dispute Board shall include representation from at least two other regional Boards of Directors, one representative from the WACD Officers and Directors, an elected Conservation Commission member, and a Commission Field Operations Manager appointed by the Commission's Executive Director. The elected Commission member shall act as chair of the statewide Dispute Board.

11. 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;
- b. The scope of work found in the administering district's professional engineering services contract with the Commission; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

12. ALL WRITINGS CONTAINED HEREIN – 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.

IN WITNESS WHEREOF, the parties have executed the agreement.

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Adams CD Date

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Asotin CD Date

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Columbia CD Date

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Palouse CD Date

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Palouse Rock Lake CD Date

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Pine Creek CD Date

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Pomeroy CD Date

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Walla Walla CD Date

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Whitman CD Date