

To be posted on the City of Vancouver Website

GS 10-61

**INTERLOCAL SERVICES AGREEMENT  
BETWEEN CLARK COUNTY AND THE CITY OF VANCOUVER  
FOR  
VANCOUVER SHARED RESOURCE CONSERVATION MANAGER PROGRAM**

**THIS IS AN INTERLOCAL SERVICES AGREEMENT**, entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.080, between Clark County, a political subdivision of the State of Washington, (the "County") and the City of Vancouver, a municipal corporation of the State of Washington, (the "City").

**WHEREAS**, the City of Vancouver and Clark County have each obtained separate funding under the Energy Efficiency and Conservation Block Grant (EECBG) from the U.S. Department of Energy which is an allocation of federal funds under the federal stimulus funding (ARRA) program to states and localities of a certain population size and energy use. The City of Vancouver obtained an allocation of \$1,547,800 and Clark County obtained an allocation of \$2,282,900; and

**WHEREAS**, the City of Vancouver, in cooperation with the Cities of Camas and Washougal, has been preliminarily approved for a grant (\$75,000 over two years) from the Washington State Department of Commerce, administered under the Shared Resource Conservation Manager (RCM) Program for Grants to Cities and Counties supported by the Washington State University Extension Energy Program and have executed a separate interlocal services agreement detailing their intent to participate in a shared project, known as the "Vancouver Shared RCM"; and

**WHEREAS**, the City of Vancouver is eligible to apply a portion of its EECBG funding to provide the local support for the Vancouver Shared RCM program (approximately \$96,000) and Clark County has also agreed to apply a portion of its EECBG funding as the needed local support for participation of the City of Camas and the City of Washougal (approximately \$29,000) in the program; and

**WHEREAS**, the Vancouver Shared RCM project funding from various sources, noted above, totals \$100,000 per year over 2 years; and

**WHEREAS**, the purpose of the Vancouver Shared Resource Conservation Manager (RCM) Program and grant is to assist the three cities in establishing and implementing long-term energy/resource efficiency strategies in the building sector; and this grant program promotes collaborative agreements among governments in support of an Resource Conservation Manager

(RCM) who can help obtain and consistently review baseline energy use in order to identify recommended strategies for conservation strategies that reduce City operating expenditures; and

**WHEREAS**, Clark Public Utilities (CPU) has both a commitment to and expertise in energy efficiency strategies as well as the capacity to employ and effectively support an RCM position (1 FTE) that will be dedicated to meeting the requirements of the Shared RCM project for Vancouver and the other cities over a two year period and is committed to doing so through a separate interlocal services agreement with the City of Vancouver; and

**WHEREAS**, pursuant to RCW 39.34.080 (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

**NOW, THEREFORE,**

**THE COUNTY AND THE CITY agree as follows:**

**SECTION 1. PURPOSE.** The purpose of this Agreement is to provide funding from the County to the City, in the amount of approximately \$29,000, to support the participation of the Cities of Camas and Washougal in the Vancouver Shared Resource Conservation Manager (RCM) program.

**SECTION 2. DURATION OF AGREEMENT – EXTENSIONS.** The term of this Agreement is for an approximate two-year period from June 15, 2010, through May 30, 2012, subject to earlier termination pursuant to Sections 3 and 6 of this Agreement. The term of the Agreement may be extended for such time as may be mutually agreeable to the Parties to complete grant close out. Such extension shall be in writing and signed by the Vancouver City Manager and the Clark County Administrator.

**SECTION 3. TERMINATION.** Either party may choose to terminate this Agreement by notifying the other party in writing 30 days prior to termination. Thirty days after such notice is given, the withdrawing party shall have no further responsibility to fund the activities of the Vancouver Shared RCM program regardless of any budgeting that may have taken place. Any County contributed funds which have not been expended as of the effective date of the termination shall be refunded to the County. Based on a party's ability to withdraw, neither the City nor the County shall enter into an agreement of any kind which would prohibit or interfere with the discontinuance of the Vancouver Shared RCM program upon withdrawal of any party and the resulting of lack of funding. It is the express intention of each party hereto that they retain the ability to cease funding their proportionate share upon 30 days notice.

**SECTION 4. SCOPE OF SERVICES.** If the Washington State Department of Commerce grant is received for the Vancouver Shared RCM program, a Resource Conservation Manager (RCM) will be contracted or hired for a limited term as a full-time equivalent (FTE) project position to provide RCM services to the cities of Vancouver, Camas and Washougal.

RCM services shall be provided to the individual cities roughly proportionate to their estimated annual utility/resource expenditures (77%, 17%, and 5%, respectively). The RCM may be an employee of Vancouver, an independent contractor, or may be an employee of Clark Public Utilities (CPU) arranged under a separate interlocal services agreement between Vancouver and CPU. The City shall be the lead agency in receiving Vancouver Shared RCM program funding from the Washington State Department of Commerce. The City will utilize funding provided by the County towards meeting tasks assigned to the Vancouver Shared RCM program on behalf of the Cities of Camas and Washougal whether performed directly by an employee, an independent contractor or by an employee of CPU. Vancouver along with the other cities and with CPU, if approved as the implementer for the Vancouver Shared RCM program shall prepare a Work Plan that covers the role responsibilities and compensation for the RCM.

At the minimum, the Work Plan shall address, and the RCM is expected to implement, the following:

- Resource Accounting (utilizing software provided under the Shared RCM grant)
- Basic utility efficiency and resource management action plan for facilities
- Review of resource use and expenditures along with potential actions to conserve
- Implementation of low-cost/no-cost measures and activities, and measurement of results
- Assisting the cities in securing additional grant funding and assisting in finding rebate programs that support relevant energy efficiency projects.
- Participating in technical and software training
- Reporting of results to all cities' administrations for use by facility managers
- Reporting of results and successes to Commerce and the WSU Extension Energy Program

As the lead agency in the project and in recognition of the funding that the County is providing for the project, Vancouver is committed to providing Clark County's program staff with the following:

- Recognition as a funding partner in program reports, project outcomes and other public communications that result from the project
- An opportunity to participate and have input, along with Camas and Washougal staff, in selection of the RCM, recognizing that the primary decisions and responsibility for hiring and day to day supervision of the individual will fall to Vancouver and/or CPU
- Copies of quarterly reports and other information that may be needed to fulfill the County's EECBG reporting requires related to the use of County contributed funds
- Opportunities to participate in regular meetings with the RCM, CPU or other city staff involved in the project and to learn of outcomes that may be beneficial in implementing similar outcomes and successes for County operations

**SECTION 5. COST OF SERVICE.** The County's contribution to the Vancouver Shared RCM project will be approximately \$29,000, which Vancouver will use for Camas and Washougal shares of the project. The specific charge will be determined following award of the Grant and is based on the need for local funding over two years that covers a total of \$125,000 in project support and a calculated allocation among the three cities based upon utility/resource expenditures and the schedule for allocating the RCM's time within the workplan. The County's commitment to support the Vancouver Shared RCM program at this level through the EECBG allocation does not extend to a commitment of funds from any other County program or activity and it is agreed that these funds will not be expended on facility elements associated with swimming pools or golf courses due to federal funding restrictions. The County's commitment to support the participation of Camas and Washougal in the Vancouver Shared RCM program extends only to the initial two year project and does not contemplate any County funding beyond that time, should the cities wish to continue the shared RCM project.

**SECTION 6. BILLING METHOD AND PROCESS.** Following the notification of the grant award for the Vancouver Shared RCM program, the City shall submit a single invoice for payment under this agreement. The invoice will be directed to the Clark County Department of Public Works. In no event shall the County be responsible for costs incurred by the City for the project that exceed the Cost of Service, noted within Section 5, without prior written authorization of the County Director of General Services.

**SECTION 7. ADMINISTRATION/COMMUNICATIONS.** Contract managers designated by the County Administrator and City Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. The contract managers shall communicate in person and via telephone or e-mail to relay information, answer questions, or raise concerns.

**SECTION 8. INDEPENDENT CONTRACTOR.** The City is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the County and City or between any of the County's or City's employees. The City shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the City pursuant to this Agreement. Nothing in this Agreement shall make any employee of one party an employee of the other for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

**SECTION 9. HOLD HARMLESS/INDEMNIFICATION.** Each party agrees to hold the other party harmless from any and all bodily injury claims brought by employees of that party and expressly waives its immunity under the Industrial Insurance Act as to these claims which are

brought against the other party; provided, that if City and Clark County are both found to be negligent, each party's duty to indemnify shall be limited to the extent of its negligence.

**SECTION 10. ASSIGNMENT/SUBCONTRACTING.** Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other, with the exception of the City's ability to assign Shared RCM roles and responsibilities to Clark Public Utilities (CPU) through a separate interlocal services agreement, as noted above.

**SECTION 11. NO THIRD PARTY BENEFICIARY.** The County and City do not intend there be any third-party beneficiary to this Agreement, with the exception of the Cities of Camas and Washougal and CPU, as noted above.

**SECTION 12. NOTICE.** Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:	To Clark County:
CITY OF VANCOUVER	CLARK COUNTY PUBLIC WORKS
P.O. Box 1995	P.O. Box 9810
Vancouver, Washington 98668-1995	Vancouver, Washington 98666-9810
Attention: Dan Norfleet – 360-619-1285	Attn: Michael Derleth – 360-397-6118

The name and address to which notices shall be directed may be changed by either the County or City giving the other notice of such change as provided in this section.

**SECTION 13. WAIVER.** No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

**SECTION 14. INTERLOCAL COOPERATION ACT COMPLIANCE.** This is an interlocal services agreement entered into pursuant to RCW 39.34.080. Its purpose, and the powers, rights, objectives, and responsibilities of the parties are as set forth in this Agreement.

**SECTION 15. ENTIRE AGREEMENT.** This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

**SECTION 16. AMENDMENT.** The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties, provided that pursuant to Sections 5 and 6, respectively, the

County Administrator or designated agent and the City Manager may administratively review and approve minor adjustments to the scope of services or cost of services provisions noted without further action of the Board of County Commissioners or City Council.

**SECTION 17. DOCUMENT EXECUTION AND POSTING.** The County and City agree that there shall be two (2) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and City. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one executed original shall be provided to Clark County by the Vancouver City Clerk for the County's records. The City Clerk shall provide a fully executed copy of this Agreement to each of the persons listed in Section 12. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

**SECTION 18. RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

**SECTION 19. SEVERABILITY.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

**IN WITNESS WHEREOF,** the County and City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 29th day of June, 2010.

**CITY OF VANCOUVER**

**SIGNATURE ON FILE**

\_\_\_\_\_  
Pat McDonnell, City Manager

**BOARD OF CLARK  
COUNTY COMMISSIONERS**

**SIGNATURE ON FILE**

\_\_\_\_\_  
Steve Stuart, Chair

\_\_\_\_\_  
Marc Boldt, Commissioner

\_\_\_\_\_  
Tom Mielke, Commissioner

**SIGNATURE ON FILE**

Approved as to form only:

Arthur D. Curtis  
Prosecuting Attorney

Approved as to form:

