**INTERLOCAL AGREEMENT**

**BETWEEN THE DAYTON SCHOOL DISTRICT NO. 2, WASHINGTON,**

**AND COLUMBIA CONSERVATION DISTRICT, WASHINGTON,**

**FOR COLLABORATIVE USE OF DSD FACILITIES**

This **INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into this 1st day of , 2024, by and between **DAYTON SCHOOL DISTRICT NO. 2** (“DSD”), a political subdivision of Washington State (“School District”), and **COLUMBIA CONSERVATION DISTRICT** (“CCD”), a Washington municipal corporation (“Conservation District”). DSD and CCD are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

**WHEREAS**, the School District and Conservation District are public agencies and authorized to enter into interlocal agreements pursuant to Ch. 39.34 RCW;

**WHEREAS**, DSD has opted into the Riparian Plant Propagation Program (“RPPP”) via CCD whereby CCD utilized One Hundred Thousand Dollars ($100,000.00) of RPPP funds to rehabilitate a greenhouse owned by the School District (the “Greenhouse”);

**WHEREAS**, the RPPP requires joint use of facility space (greenhouse, campus, etc.) improved with grants funds;

**WHEREAS**, DSD and CCD have previously, through the use of an interlocal agreement, worked in conjunction with the DSD FFA and Ag Classroom;

**WHEREAS**, both DSD and CCD agree to continue the relationship for RPPP implementation and coordination;

**WHEREAS**, DSD and CCD shall work collaboratively to adhere to the RPPP guidelines; and

**WHEREAS**, CCD serves as the coordinator for the Greenhouse restoration project.

**NOW, THEREFORE**, the Parties hereto recite, covenant, and agree as follows:

1. **DAYTON SCHOOL DISTRICT SERVICES TO BE PROVIDED.** Subject to the terms and conditions set forth below, DSD will serve as Facilities Manager for the Greenhouse, which duties will include, but not be limited to: (i) maintenance facilitation; (ii) utilities management; (iii) security management; and (iv) payment of billings associated with the Greenhouse as approved by CCD and that comply with the RPPP guidelines.
2. **COLUMBIA CONSERVATION DISTRICT SERVICES TO BE PROVIDED.** Subject to the terms and conditions set forth below, CCD will serve as the Technical Lead for the RPPP implementation, which duties will include, but not be limited to: (i) RPPP plant management; (ii) RPPP grant management; (iii) continued evaluation of Greenhouse needs; and (iv) review of Greenhouse-related billing requests from DSD for compliance with the RPPP reimbursement guidelines.
3. **FACILITIES USE.** CCD shall be entitled to use the lawn area next to the Ag Building for a storage shed in the same location that shed is currently located, indoor portions of the Greenhouse (as restricted in Section 4, below), and the outside fenced portions of the Greenhouse three hundred sixty-five (365) days per year, starting July 1, 2024, and ending on June 30, 2027. DSD shall be entitled to use the above-described areas if CCD is not utilizing them; however, upon request from CCD, DSD shall discontinue any such use and allow CCD to utilize the same.
4. **GREENHOUSE INDOOR USAGE.** CCD shall be entitled to utilize no less than four (4) tables and fifty percent (50%) of the total interior area of the Greenhouse from June through October each year during the “Term” of this Agreement, as noted herein. CCD shall be entitled to utilize no less than four (4) tables and twenty-five percent (25%) of the total interior area of the Greenhouse from November through May each year during the Term of this Agreement, unless otherwise agreed upon by the parties in writing. DSD shall be entitled to utilize the remaining tables and space that CCD is not utilizing under this Section 4.

4.1 Irrigation may be used by both Parties as the zones are currently set length wise in the facility. DSD has requested to utilize the space short wise and would like irrigation to be modified to only water CCD’s space at this time. CCD will make this modification; however, future modifications to the irrigation requested by DSD shall be the responsibility of DSD.

4.2 Physical division of the interior Greenhouse space is not required by CCD but requested by DSD. This division will be in the form of a temporary boundary and is the responsibility of DSD to purchase and install. This boundary will include an access point to both sides of the division in the form of a lockable gate or other mutually agreeable access point.

1. **PERSONNEL, FACILITY, AND EQUIPMENT SAFETY AND SECURITY.** All personnel associated with CCD shall check in at DSD’s main office and always maintain a visible badge while on DSD campus.

5.1 DSD shall maintain a set of keys to CCD’s storage shed and shall request entry from CCD via phone, e-mail, or communication with staff on site prior to entry for any reason. In the case of an emergency endangering life or property, DSD may enter the storage shed without prior notification, but shall immediately thereafter notify CCD via phone or e-mail.

5.2 Locks on the fence into the Greenhouse’s outdoor space shall be oriented in a way that is accessible to both CCD and DSD at any given time. The Greenhouse’s outdoor space shall remain locked outside of normal school hours and/or when CCD is not present.

5.3 **Communication.** Communication shall be provided in regard to any changes that occur with use of the Greenhouse, including, but not limited to, change in thermostat, equipment malfunction or needed maintenance, structure degradation, pest or herbicide management, etc. Continual communication in the form of e-mails, phone calls with follow up e-mails, or on-campus meetings are required to maintain facility awareness and successful programs for both CCD and DSD.

1. **USAGE OF FERTILIZER AND PESTICIDE.** The term “pesticide” as used herein includes, but is not limited to, herbicide, insecticide, fungicide, miticide, or any hazardous chemical that is applied in or around the Greenhouse.

6.1 Any use of pesticides or fertilizers shall follow Washington State regulations for usage, signage, and reentry intervals. Communication from both DSD and CCD shall be made prior to any application. Staff of DSD and CCD must notify the licensee holder(s) of DSD prior to application of pesticides.

1. **PUBLIC RECORDS ACT.** Should a public records request be made to either Party for records that pertain to a DSD RPPP matter, the Party receiving the request will provide the other Party at least ten (10) days' notice prior to any release of records.
2. **LEGAL REPRESENTATION.** CCD acknowledges that it is not represented by DSD or DSD's legal department. CCD has its own legal counsel.
3. **TERM.** This Agreement shall commence on July 1, 2024, and shall expire on June 30, 2027 (the “Term”).
4. **COMPENSATION.** DSD shall invoice on a monthly basis to CCD for reimbursement for actual documented and prior approved costs, including, hours worked, supplies required/purchased, and contracted labor, solely for RPPP implementation. Invoices shall be sent not later than the second (2nd) Monday of each month and shall be invoiced to Columbia Conservation District. CCD shall make payment on a monthly basis to DSD for reimbursement for actual documented and prior approved costs, including, hours worked, supplies required/purchased, and contracted labor, solely for RPPP implementation. Payments shall be sent not later than the second (2nd) Thursday of each month and shall be paid out to Dayton School District. Per the length of this Agreement, the compensation shall not exceed the amount funding available through 2024-25 RPPP Contract #25-46-RPP, 26-46-RPP, and 27-46-RPP between the Washington State Conservation Commission and CCD.
5. **BREACH.** Should either Party fail to substantially fulfill the requirements of this Agreement, the non-breaching Party may give the breaching party at least thirty (30) days' prior written notice; provided, however, that such notice will not result in termination if the breaching Party cures that breach before the thirty (30)-day period elapses.
6. **COMPLIANCE WITH LAWS.** The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
7. **COLLABORATIVE PARTNERSHIP.** It is understood that DSD and CCD shall be considered in a collaborative partnership agreement for use of the Greenhouse. This Agreement shall not give rise to an employment relationship between DSD and any employee or agent of CCD who may perform this Agreement on behalf of DSD.
8. **MODIFICATION.** This Agreement may only be modified by writing that has been signed by the Parties hereto.
9. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, each Party to this Agreement shall defend, indemnify, and hold the other Party, including its agents and employees, harmless from claims, actions, injuries, damages, losses, or suits, including attorneys’ fees, arising or alleged to have arisen, directly or indirectly, out of or in consequence of the performance of this Agreement, to the extent caused by the fault or negligence of the indemnitor, or its agents or employees. Each Party herein represents to the other that it is sufficiently self-insured, is a member of a collective risk pool, or has insurance that covers the activities pursuant to this Agreement. A Party shall provide proof of such insurance coverage upon demand by the other Party.

**FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST ONE PARTY BY THE OTHER PARTY UNDER SUCH INDEMNIFICATION PROVISION, EACH PARTY SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS’ COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. BY EXECUTING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE FOREGOING WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.**

1. **APPLICABLE LAW AND VENUE.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any dispute or lawsuit between the Parties regarding this Agreement shall be in the Superior Court of Columbia County, Washington. The substantially prevailing Party in any dispute hereunder shall be entitled to an award of its attorneys’ fees and costs.
2. **NON-DISCRIMINATION.** In the performance of their obligations under this Agreement, neither Party may discriminate in any manner on the basis of race, color, national origin, sex, religion, age, marital status, pregnancy, disability, creed, sexual orientation, or honorable discharged veteran or military status in employment or the provision of services.
3. **SEVERABILITY.** If any portion of this Agreement is held to be invalid, illegal, or unenforceable, such a finding will not have any effect on the remainder of the Agreement, which shall remain fully in effect and enforceable.
4. **WAIVER.** Non-enforcement of any provision or condition of this Agreement shall not be deemed a waiver and the Parties can enforce said provisions or condition.
5. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties.

[*Signatures on Subsequent Page*]

|  |  |
| --- | --- |
| **CCD:**  **COLUMBIA CONSERVATION DISTRICT**    Clay Hutchens, Board Chairman  Date: | **DSD:**  **DAYTON SCHOOL DISTRICT NO. 2**    Jeremy Wheatley, Superintendent  Date: |