



Spokane County Environmental Services
 1004 N Freya St
 Spokane, WA 99202
 Lauri Phone: (509) 477-7579
 Environmental Services Phone: (509) 477-3604

TRANSMITTAL LETTER

TO: Spokane Public Schools
 200 N Bernard
 Spokane WA 99201

DATE: March 6, 2017

ATTN: Kelly Haack, SPS
 Accountant

RE: Interlocal Agreement Between Spokane Public
 Schools and Spokane County, The Washington
 STEM CCL Grant, 2017-0188

WE ARE SENDING YOU:

ATTACHED	X		UNDER SEPARATE COVER VIA		
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THE FOLLOWING ITEMS:

COPY OF LETTER		DISK		CONTRACT	X
MAPS		CHANGE ORDER		DOCUMENTS	
OTHER					

QUANTITY	DESCRIPTION
1	Original fully signed Interlocal Agreement between Spokane Public Schools and Spokane County Relating to the Washington STEM CCL Grant, March 3, 2017

THESE ARE SUBMITTED AS CHECKED BELOW:

FOR APPROVAL		APPROVED AS NOTED		RESUBMIT	(INSERT NO.)	COPIES FOR APPROVAL
FOR YOUR USE	X	APPROVED AS SUBMITTED		RESUBMIT	(INSERT NO.)	COPIES FOR DISTRIBUTION
AS REQUESTED		RETURNED FOR CORRECTIONS		RETURN	(INSERT NO.)	CORRECTED PRINTS
FOR REVIEW & COMMENT		OTHER				

REMARKS:

COPY TO:	File	SIGNED:	
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Return to:
Spokane County Environmental Services, Water Resources Dept.
1004 N Freya St
Spokane, WA 99202

X620935

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE SPOKANE PUBLIC SCHOOL
DISTRICT AND SPOKANE COUNTY RELATING TO THE
WASHINGTON STEM CCL GRANT**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between the Spokane Public Schools, hereinafter referred to as the "SPS" and Spokane County, a political subdivision of the State of Washington, hereinafter referred to as "Spokane County", and jointly referred to with the SPS as "the Parties."

RECITALS

A. The SPS is a school district created pursuant to Chapter 28A.315 RCW; and constitutes a public agency as defined in RCW 39.34.020(1) and WAC 392-172A-01150.

B. Spokane County is a political subdivision of the State of Washington; and constitutes a public agency as defined in RCW 39.34.020(1).

C. Pursuant to RCW 39.34.030, any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state; and towards that end, any two or more public agencies may enter into agreements with one another for joint or cooperative action.

D. It is the purpose of this agreement, pursuant to the terms and conditions of this Agreement, to reimburse SPS for field trip transportation and substitute teacher costs for the participating high school science classes as identified in Exhibit A.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

SECTION 1: STATEMENT OF WORK

Spokane County Water Resources shall coordinate field trip dates and logistics with the identified SPS classes as indicated in Exhibit A. Using grant monies, Spokane County shall also provide financial support to SPS as described below in SECTION 3, CONSIDERATION, and as set forth in Exhibit A.

SPS teachers, as identified in Exhibit A, shall commit to and complete three (3) field trips during the 2016-2017 academic year. These teachers will ensure participation in FieldSTEM experiential learning and Career Connected Learning (CCL) opportunities.

SPS shall invoice for, and provide supporting documentation of, field trip expenses as described in Exhibit A.

SECTION 2: PERIOD OF PERFORMANCE

Subject to its other provisions, the period of Performance of this agreement shall commence on October 1, 2016, and be completed by June 30, 2017 unless terminated sooner as provided herein.

SECTION 3: CONSIDERATION

Spokane County shall reimburse SPS for field trip expenses as described in Exhibit A attached hereto and incorporated herein.

SECTION 4: BILLING PROCEDURE

Spokane County will reimburse SPS the total amount agreed to under the terms of this agreement, on the basis listed in Exhibit A, for the term of this Agreement.

Claims for payment submitted by SPS to Spokane County for costs due and payable under this Agreement shall be paid by Spokane County if received by Spokane County on, or before, May 31, 2017.

Delinquent payments shall bear interest at the rate of one percent (1%) per month.

SECTION 5: RECORDS MAINTENANCE

SPS and Spokane County shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of the Parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. SPS will retain all books, records, documents, and other material relevant to this agreement for five years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

SECTION 6: CONTRACT MANAGEMENT

The PARTIES hereby appoint the following individuals, or their designees, as their representatives for the purpose of ensuring that the provisions of the Agreement are satisfied:

CVSD: Kelly Haack
SPS Accountant
200 N Bernard
Spokane, WA 99201
kellyhaa@spokaneschools.org
(509) 354-7331

SPOKANE COUNTY: Toni Taylor
Water Resources Specialist
Spokane County Environmental Services
1004 North Freya Street
Spokane, WA 99202
tntaylor@spokanecounty.org
(509) 477-7577

SECTION 7: INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this agreement except as expressly provided herein.

SECTION 8: INSURANCE

Each party agrees to procure and maintain for the duration of this agreement, General Liability Insurance with minimum coverage limits in the amount of \$1,000,000 per occurrence. Proof of Insurance shall be submitted to each party with a current Certificate of Insurance that names the other party as Named Insured.

SECTION 9: AGREEMENT ALTERATIONS AND AMENDMENTS

Spokane County and SPS may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind SPS and the Spokane County Environmental Services Director or his designee.

SECTION 10: TERMINATION

Except as otherwise provided in this Agreement, either party may terminate this agreement upon 30 days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

SECTION 11: SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the department may terminate the contract under the "Termination" clause, subject to re—negotiation under the new funding limitations and conditions.

SECTION 12: ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations;
- b) Special Terms and Conditions;
- c) General Terms and Conditions;
- d) Statement of Work; and
- e) Any other provisions of the contract whether incorporated by reference or otherwise.

SECTION 13: 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.

SECTION 14: VENUE

Any litigation regarding this agreement or arising out of the performance of this agreement shall be commenced and maintained only in competent courts of jurisdiction within Spokane County, Washington.

SECTION 15: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

SECTION 16: PERSONAL/REAL PROPERTY/NO JOINT BOARD

No real or personal property will be transferred as part of this Agreement. No joint board will be created to administer the provisions of this Agreement.

SECTION 17: MISCELLANEOUS

- A. **Non-Waiver.** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **Assignment.** Neither party may assign its interest in this Agreement without the express written consent of the other party.
- C. **Compliance With Laws.** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- D. **Nondiscrimination.** In the performance of this Agreement, the Parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental status, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of service or any other benefits under the Agreement.

SECTION 18: CHAPTER 39.34 RCW REQUIRED CLAUSES

- A. **Purpose.** To provide FieldSTEM experiences and Career Connected Learning including reimbursement of the costs associated with transportation and substitute teachers.
- B. **Duration.** See Section 2 above.
- C. **Organization of Separate Entity and Its Powers.** No new entities are created by this Agreement.
- D. **Responsibilities of the Parties.** See provisions above.
- E. **Agreement To Be Filed.** Prior to its entry into force, this Agreement shall be listed by subject on a public agency's website or other electronically retrievable public source.
- F. **Financing.** See Sections 3 and 4 above.

G. **Termination.** See Section 9 above.

H. **Property upon Termination.** No real or personal property will be transferred as part of this Agreement. No joint board will be created to administer the provisions of this Agreement.

SECTION 19: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship be created by this Agreement. Spokane County is interested only in assisting SPS with environmental educational and financial support for the items listed in Exhibit A. No agent, employee, servant or otherwise of SPS shall be deemed to be an employee, agent, servant, or otherwise of Spokane County for any purpose, and the employees of SPS are not entitled to any of the benefits that Spokane County provides for County employees. SPS will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. It is understood by the Parties that SPS is free to contract for similar services to be performed for other parties while they are under contract with the COUNTY.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

SPOKANE COUNTY:

By: 
Kevin R. Cooke, P.E.
Spokane County Environmental Services Director

Date: 3-8-17

SPOKANE PUBLIC SCHOOLS:

By: 
Dr. Mark Anderson, Associate Superintendent
School Support Services

Date: 2-23-17

“Exhibit A”

Washington STEM Career Connected Learning (CCL) Grant

SCOPE OF WORK

Spokane County Water Resources, Spokane County Stormwater Utilities, The Lands Council and the City of Spokane Water Utilities will collaborate to provide educational content and activities for the following field trips for these Spokane Public Schools high school classes:

- North Central High School (NCHS) Biology classes taught by Rusti Kreider
- Lewis & Clark High School (LCHS) AP Environmental Science classes taught by Lorie Rambo

Additionally, Spokane County Water Resources – using the funding from a BoCC-approved WA STEM grant – will reimburse SPS for the bussing and substitute expenses for the following field trips:

Field Trip 1 – Water Quality/Stream Restoration/Service Learning

- Students examine water quality parameters (i.e., DO, pH, turbidity, nitrate, phosphate)
- Students evaluate macroinvertebrate sampling and participate in riparian restoration.

Field Trip 2 – Water Conservation/Urban Water Uses

- Visits to Spokane County Water Resource Center, Water Reclamation Facility, City of Spokane stormwater gardens and Upriver Dam allow students to examine urban water/engineered systems and follow water use from the aquifer to its return to the Spokane River.
- Students learn about wastewater treatment and water quality of the river and aquifer.
- Students identify a useful place for a storm garden and design a garden with the potential of future creation.

Field Trip 3 – Snow-Water Equivalency (SWE) Evaluation

- Students snowshoe to the SNOTEL site on Mt. Spokane and dig snow pits to measure snow pack SWE (snow-water equivalency)
- Students learn how to calculate available runoff for the Spokane River watershed.

Students are exposed to informal educators and professionals specializing in water resources and have the opportunity to explore more about environmental science professions.

Following the experiences, students choose a water/environmental topic to explore further. Each student/group conducts research and gathers data to support a solution to their identified issue. Projects are developed into deliverables where students share their ideas/solutions to invited professionals and peers.

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REIMBURSABLE EXPENSES

(Two field trips are required for LCHS trip to Mt. Spokane due to large class size and limited availability of donated snowshoes.)

Field Trip	Location	NCHS		LCHS	
		Date	Cost	Date	Cost
Water Quality/ Stream Restoration/ Service Learning	Hangman Creek	10/13/16	313.81	TBD	300.00
Water Conservation/ Urban Water	Upriver Dam/ Water Resource Center/ Storm Gardens	12/8/16	348.63	3/21/17	300.00
Snow-Water Equivalency (SWE)	Mount Spokane	3/2/17	355.00	2/21/17 2/23/17	355.00 355.00
TOTAL			\$1,017.44		\$1,310.00

INVOICING

On, or before, May 31, 2017, SPS shall invoice for all completed field trips. Any field trips not completed by May 31, 2017 shall not receive reimbursement.

- Include supporting documents showing the expense occurred. These shall be official documents and could be items such as bussing requests and substitute timesheets matching the field trip dates.
- Invoices shall not exceed the pre-determined costs shown above in Exhibit A.
- Invoice to the Spokane County contact shown in Section 6: Contract Management.

Contact Toni Taylor at (509) 477-7577 or tnaylor@spokanecounty.org for field trip status and payment timing.