

Memorandum of Agreement

Palouse Conservation District

And

Port of Whitman County

THIS AGREEMENT is made and entered into between the Palouse Conservation District (PaCD) and the Port of Whitman County (Port).

WHEREAS, PaCD has jurisdiction under RCW 89.08.220 §4 to enter into an Agreement in order to carry out programs for the conservation of renewable natural resources in respective districts; and complete work with a not to exceed amount of \$20,000; and

WHEREAS, the Port is developing and implementing common natural resource enhancement, restoration, and protection programs for properties it owns which are within the PaCD's boundaries; and

WHEREAS, the Port desires assistance from the PaCD in developing and/or implementing those plans;

WHEREAS, working cooperatively on programs can greatly aid in overall quality, efficiency, and economy; and

WHEREAS, the transfer of resources from one district to another to accomplish regional natural resource goals is paramount to the effective delivery of service to residents of Washington State.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, PaCD and Port agree as follows:

1. Shared Personnel: As mutually agreed to, PaCD and Port expect that they may require additional staff to carry out specific projects or programs, as further detailed on Exhibit A hereto.
 - a. Managers of the two districts may share employees to achieve the district's respective program goals with this memorandum of agreement serving as Board authorization.
 - b. The lending district shall:
 - i. Continue to be the employer of the shared employee;
 - ii. Pay the salary and benefits of the shared employee;
 - iii. Submit a monthly invoice by the 10th of each month billing the borrowing district at the shared employee's composite rate plus overhead not to exceed 25%, as well as any travel expenses.
 - c. The borrowing district shall:
 - i. Reimburse the lending district at the shared employee's composite rate plus overhead, as well as any travel expenses within 45 days of receipt of an invoice;
 - ii. Provide day-to-day oversight of the employees if necessary;
2. Termination: Either party may terminate this agreement by giving the other written notice by email, fax, or mail, to the appropriate address as noted below:

Jennifer Boie
Palouse Conservation District
1615 NE Eastgate Suite H
Pullman, WA

Kara Riebold
Port of Whitman County
302 N Mill Street
Colfax, WA 99111

509-332-4101
jenniferpcd@palousecd.org

509-288-0179
Kara@portwhitman.com

3. Records Maintenance: PaCD and Port shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all costs expended by either party in the performance of the services described herein.
4. Indemnification: To the extent permitted by law, each party shall defend, protect, and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employee(s) while performing this agreement.

FOR PURPOSES OF THE FOREGOING DEFENSE 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, OR ANY OTHER APPLICABLE FEDERAL OR STATE WORKERS' COMPENSATION ACTS. 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.

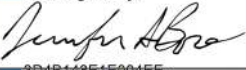
5. Agreement Alternations and Amendments: PaCD and Port may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind PaCD and Port.
6. All Writings Contained Herein: This Agreement contains all the terms and conditions agreed upon by the parties relative to staff sharing. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.
7. Governance: This Agreement is entered into pursuant to and under the authority granted by RCW 39.34.060 (the Interlocal Cooperation Act). The provisions of this Agreement shall be construed to conform to those laws. This Agreement may be executed in counterparts and shall be posted by both Parties on each party's respective website or recorded with the County Auditor in the county in which is a Party's principal place of business. 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. Any other provisions of the Agreement, including materials incorporated by reference.
8. Availability of Funding: The obligations undertaken under this Agreement shall be subject to the availability of appropriated funds. Attachment A list the current funding sources for

shared employees work with the Comprehensive Plan for Port properties and potential restoration work.

9. Effective Date: The effective date of this Agreement is April 1, 2024, and will continue until completion of the work contemplated herein, unless terminated earlier at the written election of either district.

Palouse Conservation District
Pullman, WA

Port of Whitman County
Colfax, WA

DocuSigned by:

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Larry Cochran, Chair



Kara Riebold, Executive Director

Attachment A.

The scope of the work is to develop proactive plans for watershed improvement and preservation in conjunction with industrial development at the following Port sites: Port of Wilma, Port of Central Ferry, Port of Almota, Port of Whitman Business Air Center, and Pullman Industrial Park. These plans will include, but not be limited to, species, composition and planting plans. As part of the plan development, budget numbers for and implementation and ongoing maintenance will be provided. Plan development will include opportunities for port staff/tenants to provide information on the site’s uses, unique challenges, and desired outcomes.

The scope of work for the Boyer Park and Marina site includes the development of a tree management plan, including identification of the trees within the park, recommendations for tree removal/trimming, and future plantings.

Port Comprehensive Plan for Properties – Species, Composition and Planting Plans

Not To Exceed Amount (NTE)

Performance Period:

April 1, 2024 – Draft Plans due September 30, 2024, with Final Plans due December 31, 2024

Budgeted: NTE \$20,000 on eligible salary, benefits, and travel

Salaries and Benefits per site x 6:	\$15,051.00
Overhead @ 25%:	\$ 4,517.00
Travel:	\$ 432.00

The Palouse CD will work on Port of Whitman properties within our district boundaries and we will contract with Whitman CD to complete the Comprehensive Plans for Port of Whitman properties within their district boundaries. The budget below are estimates for the Comprehensive Plans.

Almota, Boyer, Central Ferry and Airport - Whitman CD

Salaries and Benefits:	\$7,717.50
Overhead:	\$2,072.50
Travel:	<u>\$ 244.00</u>
Total	\$10,034

Willma, Pullman Industrial Park – Palouse CD

Salaries and Benefits:	\$7,333.50
Overhead:	\$2,444.50
Travel:	<u>\$ 188.00</u>
Total	\$9,966