

To be posted on City of Vancouver Website

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF VANCOUVER,
CAMAS, AND WASHOUGAL FOR RESOURCE CONSERVATION
MANAGEMENT SERVICES**

THIS IS AN INTERLOCAL SERVICES AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between the cities Vancouver (hereinafter referred to as "Vancouver"), Camas (hereinafter referred to as "Camas") and Washougal (hereinafter referred to as "Washougal), all municipal corporations of the State of Washington (hereinafter collectively referred to as "the Parties").

WHEREAS, the Parties are working cooperatively to pursue a two-year Resource Conservation Management Grant ("Grant") from the Washington State Department of Commerce ("Commerce"), which, if received, will be used to start a Resource Conservation Management Program ("Program") to serve all the Parties; and

WHEREAS, the Parties may elect to participate in a Resource Conservation Manager services or similar program or opportunity in partnership with Clark Public Utilities, as may be offered through related programs; and

WHEREAS, the Program would study and address how each Party could use utility resources, including water, sewer, solid waste, electricity, oil, transportation fuel, and natural gas, more efficiently; and

WHEREAS, Washington State University Extension Energy Program will provide program and technical support to assist with the shared Program; and

WHEREAS, Vancouver is willing to take the lead in providing administrative oversight of the Program on behalf of all the Parties, and to become the "organization of record" pursuant to the Grant requirements; and

WHEREAS, this interlocal agreement is entered into for the mutual benefit of the Parties and is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington.

Now, therefore, for and in consideration of the services to be rendered, resources to be shared, and the payments to be made, the parties hereby recite, covenant and agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish a Shared Resource Conservation Manager (RCM) program that supports, for two years, a position to identify cost savings and conserve energy, water, solid waste and other resource usage by the cities of Vancouver, Camas, and Washougal through identifying and recommending no and low-cost actions that provide real, immediate, and ongoing benefits to facility and other internal operations.

2. **Scope of Services - Resource Conservation Manager Position & Work Plan.** If the Grant is received, 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 Parties. The RCM may be an employee of Vancouver, an independent contractor, or may be an employee of Clark Public Utilities (CPU) under interlocal agreement between Vancouver and CPU. Prior to advertising for a contractor, recruiting for a qualified employee, or commencement of shared RCM services under an Interlocal between Vancouver and CPU, the Parties to this Agreement shall meet to prepare a Work Plan 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 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 Parties 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 Parties' administrations for use by facility managers
- Reporting of results and successes to Commerce and the WSU Extension Energy Program

The parties understand that RCM grant funds are not to be expended on facility elements associated with swimming pools or golf courses due to federal funding restrictions:

3. **Selection of RCM.** Vancouver will take the lead in contracting with an independent contractor, hiring the individual or firm selected to provide shared RCM services on behalf of the Parties, or providing for shared RCM services through an Interlocal agreement with CPU. If the Parties elect to retain a contractor, Vancouver will assemble and advertise a Request for Proposals, with the assistance of WSU. The Parties shall have the option to attend interviews conducted pursuant to the Vancouver – issued RFP or position recruitment, and may provide opinions to Vancouver as to the most qualified contractor or employee. In the event the RCM services are provided by Interlocal between Vancouver and CPU, Vancouver, Washougal and Camas shall likewise be given opportunity to provide their opinions to CPU as to the most qualified RCM service provider.
4. **Compensation.** Vancouver will make payments due to the contractor under the RCM contract, shall pay the FTE's salary and benefits if an employee is hired by Vancouver, or compensate CPU for RCM services in the case of an Interlocal between Vancouver and CPU which includes shared RCM services. Vancouver shall prepare billing statements for distribution to the Parties. For amounts in excess of what the RCM Grant or other Grant funds cover, Camas, and Washougal shall reimburse Vancouver in proportion to the amount of time the RCM spent focusing on that Party's needs during the month. The reimbursement schedule will be

established consistent with payment terms set forth in the contract with the RCM or as supported through the shared RCM's time records.

5. **Budget and Funding.** The Parties anticipate that the total annual budget for the RCM program will be approximately \$100,000 per year over two years (running from April of 2010 through April of 2012 and totaling \$200,000). The RCM Grant provided from the Washington State Department of Commerce is expected to provide \$50,000 in the first year and \$25,000 in the second year. The Parties together will be responsible for direct and/or in-kind contributions totaling \$50,000 in the first year and \$75,000 in the second year to help support the RCM program. Staff time by non-grant funded staff engaged in working with the RCM project will be tracked; and it is understood that the Parties will share in providing the local share of support proportionate to the Allocation of RCM time, outlined in the following section.

6. **Allocation of RCM time.** The RCM shall allocate his or her time according to the estimated amount each Party expends on utilities from all sources (water, sewer, solid waste, electricity, oil, transportation fuel, and natural gas, etc.) in relation to the other Parties. For example, based upon estimates provided with the phase one application, it is projected that Vancouver expends 77% of the sum total of utility expenses of the three Parties combined, so the RCM will spend about 77% of his/her time performing RCM services on behalf of Vancouver consistent with the duties outlined in the RCM contract. Similarly, Camas expends close to 18% and Washougal about 5% of the sum total of utilities expense for the three parties to this Agreement, so they would receive a proportionate amount of services.

The proportions will hold for 12 months, and will be reevaluated annually thereafter as long as the shared RCM FTE remains in place. If operations require or result in a notable change in resource consumption with one or more of the Parties within a given 12-month period, Vancouver may, at the request of any Party or of its own accord, call for a joint reevaluation of the established annual proportion. Adjustments to the allocation of RCM time and funding share can then be made with the agreement of all Parties.

7. **Status and Workspace.** Vancouver shall cause to make a workspace(s) available to the shared RCM through the term of the RCM project. Such workspace shall include a desk, chair, and access to standard office equipment and computer connections and vehicles as needed. The location of the RCM may shift over time or during the course of a week. Regardless of the shared RCM's employment or independent contractor status, the shared RCM will regularly spend time on site at Camas and Washougal and that Vancouver, Washougal and Camas will each identify an RCM Program project liaison.

8. **Additional Responsibilities of All Parties.** As the lead Party, Vancouver shall have the following additional responsibilities:


- Represent all Parties in communication with the Washington State Department of Commerce (Commerce) and Washington State University Extension Energy Program (WSU Energy).
- Provide WSU Energy with summarized monthly activity reports, showing activities associated with the minimal program requirements as stated above.

- Provide WSU Energy with quarterly reports indicating resource usage and savings, resource expenditure amounts and savings.
 - Provide Commerce with reports as per the anticipated agreement between Commerce and Vancouver, acting as lead for Parties.
9. **Support and Monitoring of RCM.** The Parties shall support and monitor the performance and progress of the RCM in the following ways:
- Meet at regular intervals to assess RCM progress.
 - Seek support of the Clark Public Utilities Commercial Energy Management Services program or other regional opportunities to partner in resource or energy conservation efforts. Each Party must provide data and application materials to Vancouver if necessary to apply for this or other grant funds so long as there is mutual agreement to take advantage of this support and partnership.
 - Establish a performance evaluation process for the RCM.
 - Provide access of all owned facilities to RCM.
 - Provide access to RCM of all utility bills, statements, and data.
 - Facilitate meetings between RCM and facilities managers, and RCM and other appropriate staff.
10. **Term.** This Agreement shall only take effect after the Grant is approved, and thereafter shall continue in force and effect for the duration of the two-year grant program. The effective date of this Agreement shall be the effective date of Grant approval. The end date shall be the last date on which Grant funds are required to be expended or activities under the Grant are required to be completed, whichever is later. Vancouver shall provide Washougal and Camas with notice of such dates if the Grant is approved. Extension of the terms of this Agreement beyond the initial two-year grant period may be effected by written agreement of the parties approved in the same manner as this Agreement.
11. **Termination.** Any Party may terminate its participation in this Interlocal Agreement, or its receipt of RCM services, at any time for any reason by providing at least sixty (60) days advance notice of termination in writing to the other Parties. However, the Party requesting termination shall continue to reimburse Vancouver pursuant to Sections 3 and 4 of this Agreement until completion of the Grant program unless all remaining Parties agree to new reimbursement responsibilities and amounts resulting from updated proportions.
12. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all Parties.
13. **Hold Harmless/Indemnification.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including reasonable attorney fees and costs, 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, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.

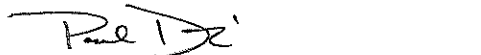
14. **Applicable Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Clark County, Washington.
15. **Non-Discrimination.** Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status or disability in employment or the provision of services.
16. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of all parties.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.
18. **Compliance with RCW 39.34.040.** Pursuant to RCW 39.34.040, this agreement shall be posted and listed by subject on the public web site maintained by the City of Vancouver or on other electronically retrievable public source.

DATED this 19th day of May 2010.

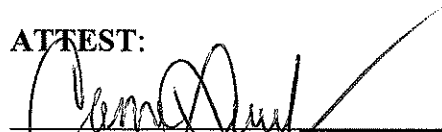
CITY OF VANCOUVER


 Timothy D. Leavitt, Mayor

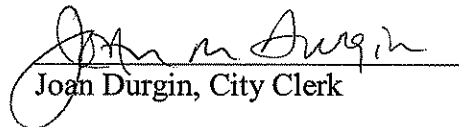
CITY OF CAMAS


 Paul Dennis, Mayor

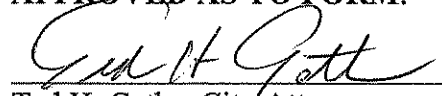
ATTEST:


 R. Lloyd Tyler, City Clerk
 By: Carrie Lewellen, Deputy City Clerk

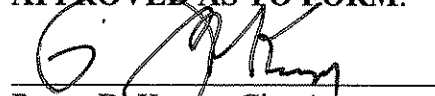
ATTEST:


 Joan Durgin, City Clerk

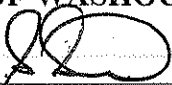
APPROVED AS TO FORM:


 Ted H. Gathe, City Attorney

APPROVED AS TO FORM:

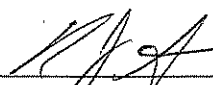

 Roger D. Knapp, City Attorney

CITY OF WASHOUGAL



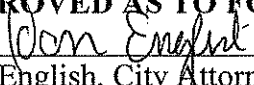
Sean Guard, Mayor

ATTEST:



R.J. Stevenson, City Clerk

APPROVED AS TO FORM:



Don English, City Attorney