

MEMORANDUM OF AGREEMENT BETWEEN CITIES OF
KENNEWICK, PASCO, RICHLAND, WEST RICHLAND AND FRANKLIN
CONSERVATION DISTRICT FOR PUBLIC EDUCATION PROGRAM SERVICES

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into this 15th date of August, 2023 by and between the cities of Kennewick, Pasco, Richland, and West Richland, Washington municipal corporations (hereinafter “Cities”) and the Franklin Conservation District, a governmental subdivision of the state of Washington (hereinafter “District”).

I. RECITALS

WHEREAS, the Cities have public education and outreach responsibilities and conditions per both Water Right Permit S4-309676 and the Eastern Washington Phase II NPDES Municipal Stormwater Permit; and

WHEREAS, the District currently provides water conservation and stormwater education programs to the school districts and general public; and

WHEREAS, since 2010, the District has provided public education and outreach activities to support the Cities; and

WHEREAS, the Cities and the District are public agencies as defined in RCW 39.34.020(1), who wish to enter into a Memorandum of Agreement; and

WHEREAS, the Cities desire to enter into a new memorandum of agreement with the District to continue to support the Cities through public education and outreach activities for the Cities area.

NOW THEREFORE, in consideration of the conditions, covenants and agreements contained herein, the parties agree as follows:

II. TERMS

1. **PURPOSE.** The purpose of this Agreement is to identify the roles and responsibilities of the Cities and the District related to water conservation public education and outreach as required by Water Right Permit S4-309676 and the Eastern Washington Phase II NPDES Municipal Stormwater Permit
2. **DUTIES.** The District will offer the Drain Rangers stormwater curriculum (Grades 3-8) and the Jr. Drain Rangers water conservation curriculum (Grades K-2) to classrooms in the Cities to help fulfill the Cities’ shared Water Right requirements and Eastern Washington Phase II NPDES Municipal Stormwater Permit requirements. All lessons are aligned with Next Generation Science Standards and Common Core Standards in English/Language Arts.
3. **DELIVERABLES.** The District shall provide the following deliverables:
 - Drain Rangers Stormwater curriculum will be offered to teachers (Grades 3-8) in 3-hour teacher workshop format. Four (4) no-cost workshops will be held each year, and the

District will provide free clock hours, curriculum binders and dinner to participating teachers.

- The District will teach additional Drain Ranger lessons in participating teachers' classrooms.
 - The District will offer ice cream party supplies to teachers who measure the performance of the curriculum.
 - The District will offer Jr. Drain Ranger lessons to all K-2 classrooms in the Cities' area, with an estimate of 3,500 students being taught.
 - Water conservation and stormwater pollution materials will be provided for each Drain Rangers and Jr. Drain Rangers lesson (shower timers/bookmarks).
 - Each of the Cities will be recognized as Drain Rangers and Jr. Drain Rangers sponsors on all printed materials handed out to teachers, students and the public.
 - District will provide an annual report summarizing the number of teachers, students and schools and lessons taught.
 - District will coordinate and staff a booth at the regional Home & Garden Show held at the TRAC in Pasco each February, and the River Fest outreach event in Kennewick each October.
 - Separate from the above base activities, the District will also purchase and distribute educational materials and supplies for the booths.
4. **COMPENSATION TO THE DISTRICT.** The District will semi-annually bill the Cities through the City of Kennewick in June and December of each year during the term of this Agreement. The annual lump sum base activities amount due the District for the first year (July 1, 2023-June 30, 2024) will be \$51,688.81 based on the detailed budget in attached **Exhibit A-2023**). For each year thereafter during the term of this Agreement, the District will bill a fixed 5% annual increase to this initial lump sum amount. The District will also semi-annually bill the actual costs for educational materials and supplies purchased for the Home & Garden Show and River Fest, which are estimated to be \$10,000.00 per year. This estimate will also increase at a fixed 5% annual increase per year.
5. **CITIES COST SHARING.** The Cities will divide and pay the lump sum base activities compensation due to the District based on population per the July 1, 2022 US Census Bureau population estimates. The proportionate share for each city is 34.64% for Kennewick, 32.42% for Pasco, 25.67% for Richland, and 7.27% for West Richland. The estimated \$10,000 in annual educational materials and supplies will be divided equally among the Cities. The City of Kennewick will invoice the other Cities based on the above proportions. Each of the Cities will pay Kennewick within thirty (30) days of receipt of an invoice from Kennewick. The City of Kennewick shall be responsible for full payment to the District.
6. **TERM.** The term of this Agreement is for five (5) years from July 1, 2023 through June 30, 2028 unless otherwise extended in writing by agreement of all parties.
7. **ADMINISTRATION.** This Agreement shall be administered by the City of Kennewick. Modifications to this Agreement may be done by written consensus of the Cities' respective Public Works Directors and the District. All reimbursement to the District shall be administered through the City of Kennewick.

8. TERMINATION. This Agreement may be terminated by thirty (30) days written notice from the party desiring to terminate the Agreement with the other parties.
9. NO SEPARATE LEGAL ENTITY. By this Agreement, the parties do not intend to form a separate legal entity to conduct the cooperative undertaking or to own any real property.
10. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION. In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.
11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.
12. AUTHORITY TO EXECUTE. Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.
13. COUNTERPART ORIGINALS. Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.
14. FILING OF AGREEMENT. This Agreement shall be posted on at least one party's website as provided in RCW 39.34.040. Any party may choose to record this Agreement at its own expense, but recordation is not required.

[Signature page to follow]

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

CITY OF KENNEWICK

DocuSigned by:
Marie E. Mosley
219EC87A54DE44F...y Manager

Attest:

DocuSigned by:
Terri L. Wright
2B6A557A10E64E7...y Clerk

Approved as to Form:

DocuSigned by:
Lisa Beaton
F74662BEE65B496...ennewick City Attorney

CITY OF PASCO

DocuSigned by:
Adam R. Lincoln
740D189A57464C9...y Manager

Attest:

DocuSigned by:
Jebba C. Barkham
51CB98D752404B3...y Clerk

Approved as to Form:

DocuSigned by:
Eric Ferguson
F1D691C657F847D...asco City Attorney

CITY OF RICHLAND

DocuSigned by:
[Signature]
B8FA8D989370498...y Manager

Attest:

DocuSigned by:
Joshua Pappas
9D2481E879094B9...s, City Clerk

Approved as to Form:

DocuSigned by:
Heather Kintley
439798BD9B6C421...ichland City Attorney

CITY OF WEST RICHLAND

DocuSigned by:
Brent Gurry
5E7FEB1DB18C486...y, Mayor

Attest:

DocuSigned by:
Stephanie Haug
042250B847C94A8...y Clerk

Approved as to Form:

DocuSigned by:
Jessica Foltz
E7E36DEE5A42493...est Richland City Attorney

FRANKLIN CONSERVATION DISTRICT

DocuSigned by:
Mark Nielson
5E3B51BC6746474... Manager

Drain Rangers & Jr. Drain Rangers
 Quad-Cities (Kennewick, Richland, Pasco, West Richland)
 Eastern WA Phase II Stormwater Permit Requirements

Contacts:

City of Kennewick
 Martin Nelson
 P.O. Box
 Kennewick, WA 99336
 T. 509-585-4301

Franklin Conservation District
 Kara Kaelber
 1724 E Superior St.
 Pasco, WA 99301
 T. 509-416-0440 x 107

Proposed Work:

The Franklin Conservation District (FCD) will offer Drain Rangers and Jr. Drain Rangers water conservation and stormwater runoff prevention lessons in classrooms in Kennewick, Richland, Pasco and West Richland to help fulfill the Quad-Cities' shared water right as well as the Cities Phase II Municipal Stormwater Permit Requirements. All lessons are aligned with Next Generation Science Standards. The FCD will also assist in outreach events designed to reach the general public in educating them about stormwater runoff pollution prevention. Lesson and event materials and handouts will be available in English and Spanish.

Deliverables:

- Drain Rangers stormwater runoff pollution prevention curriculum will be offered to teachers grades 3-5 in a teacher workshop format either in-person or virtually. A minimum of three workshops will be offered each year. Workshops will be offered at no cost to the teachers and will offer free clock hours. FCD staff will strive to educate a minimum of 60 teachers each year.
- Drain Ranger lessons will be taught by FCD education staff in classrooms at the request of teachers who have participated in the Drain Ranger workshops. FCD staff will strive to reach a minimum of 500 students each year with Drain Ranger lessons.
- Jr. Drain Rangers lessons will be offered to all teachers grades K-2 within the Quad-Cities area. FCD staff will strive to meet the goal of educating 3,500 students each year with this program.
- Water conservation and stormwater runoff pollution prevention materials will be handed out to all teachers, students, and the general public during all lessons and outreach events.
- The Cities of Kennewick, Richland, Pasco and West Richland will be recognized as Drain Ranger and Jr. Drain Ranger sponsors on all printed materials handed out to teachers, students and the general public.
- The Cities of Kennewick, Richland, Pasco and West Richland will receive a full report no later than December 31st and June 30th each year listing each school lessons were taught in as well as the number of students, teachers and lessons taught.
- The FCD will coordinate and staff an educational booth at the Regional Home and Garden show in February and RiverFest held at Columbia Park in October. Stormwater runoff pollution prevention materials (dog waste bag holders) will be distributed to the general public and will be provided by the Quad-Cities.

Cost:

The Franklin Conservation District will be paid bi-annually upon receipt of invoice in December and June. (See detailed budget page 2).

Timeline:

Program work will begin July 1, 2023, and will conclude June 30, 2024, or unless otherwise terminated or extended in writing by amendment of agreement by all parties.

Water Conservation/Stormwater Education Budget

July 2023-June 2024

Quad-Cities Drain Ranger & Jr. Drain Ranger Budget

Salaries		
Education Director	(.1 FTE)	\$11,163.36
Education Staff	(.6 FTE)	\$34,344.96
FCD Bookkeeper	(3 hrs/mo)	\$1,427.04
		\$46,935.36
Travel		
Education Director		\$131.00
Education Staff		\$884.25
		\$1,015.25
Workshops		
Binders		\$150.00
Print Cost		\$523.20
		\$673.20
Special Events		
Home & Garden Show		\$825.00
Riverfest		\$25.00
		\$850.00
Classroom Supplies		
Jr. DR supplies (magnets)		\$1,930.00
Print for lessons		\$135.00
Zoom		\$150.00
		\$2,215.00
PROGRAM TOTAL COST		\$51,688.81

Kennewick	.3464	\$17,905.00
Pasco	.3242	\$16,757.51
Richland	.2567	\$13,268.52
West Richland	.0727	\$ 3,757.78

RESOLUTION NO. 2023-105

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF RICHLAND, PASCO, KENNEWICK AND WEST RICHLAND, AND THE FRANKLIN CONSERVATION DISTRICT FOR WATER RESOURCES PUBLIC EDUCATION PROGRAM SERVICES.

WHEREAS, the cities of Richland, Pasco, Kennewick and West Richland (the “Cities”) are partners in the Washington State Surface Water Right Permit No. S4-309676, commonly known as the “Quad-Cities Water Right”; and

WHEREAS, the Cities are independently regulated by the Eastern Washington Phase II National Pollution Discharge Elimination System (NPDES) permit; and

WHEREAS, the Cities have public education and outreach responsibilities and conditions in accordance with both Water Right Permit No. S4-309676 and the Eastern Washington Phase II NPDES Municipal Stormwater Permit; and


WHEREAS, the Franklin Conservation District, a governmental subdivision of the state of Washington (the “District”) currently provides water conservation and stormwater education programs to school districts and the general public that satisfy the Cities’ permit obligations; and

WHEREAS, the existing agreement between the Cities and District (Richland Contract No. 269-18) expired June 30, 2023, and the parties desire to continue their relationship to provide public education and outreach activities for water supply and quality issues.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement to implement public outreach and education programs supporting the Cities’ Water Right Permit and Stormwater Permit.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

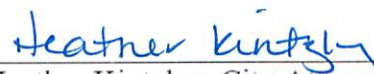
ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of July, 2023.


Terry Christensen, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney