

SUPPLEMENTAL MEMORANDUM OF AGREEMENT NO. 3

WATER CONSERVATION PUBLIC EDUCATION PROGRAM SERVICES

THIS SUPPLEMENTAL MEMORANDUM OF AGREEMENT, entered into this 18th day of July 2013 by and between the Cities of Kennewick, Pasco, Richland, and West Richland, municipal corporations, (hereinafter called the "Quad-Cities"), and the Franklin Conservation District and Benton Conservation District, governmental subdivisions of the state (hereinafter called the "District").

WHEREAS, the Parties hereto previously entered into a Memorandum of Agreement (MOA) for Water Conservation Public Education Program Services, said agreement being dated July 7, 2010; and

WHEREAS, the Quad-Cities and the District desire to revise the original MOA to continue the Water Conservation Public Education Program and to add a stormwater component; and

WHEREAS, Section 5. ADMINISTRATION of the original agreement allows modifications by written consensus of the Quad-Cities Public Works Directors and the District.

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree that each and every provision of the original agreement as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

1. DUTIES. The section shall be supplemented to include the program detailed in the EXHIBIT A.
2. COMPENSATION TO THE DISTRICT. This section is supplemented to include the following:

The District will be paid a lump sum amount of \$27,000 for work performed from July 1, 2013 through June 30, 2014. Compensation to the District shall increase each year by a fixed rate of four (4%) percent per year accumulative from the lump sum amount indicated above. The Franklin Conservation District will submit an invoice to the City of Kennewick in June of each year through the term of the agreement set forth herein below. A report detailing the school names and number of classrooms in which the programs were provided shall be included with each yearly billing invoice.

3. TERM. This section is supplemented to include the following:

The term of this agreement is extended to June 30, 2016, a three (3) year agreement, with an option for a two (2) year extension if all parties are in agreement, ending on June 30, 2018.

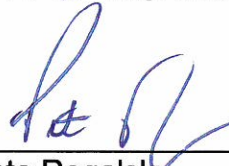
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF KENNEWICK

CITY OF RICHLAND



Peter Beaudry
Public Works Director



Pete Rogalsky
Public Works Director

CITY OF PASCO

CITY OF WEST RICHLAND



Ahmad Qayoumi
Public Works Director



Donna Noski
Mayor

FRANKLIN CONSERVATION DISTRICT
BENTON CONSERVATION DISTRICT



Mark Nielson, District Manager

Project:

**Water on Wheels/Stormwater Public Education Program
Quad-Cities (Kennewick, Richland, W. Richland, and Pasco)
Eastern WA Phase II Municipal Stormwater Permit Requirements**

Contacts:

**City of Kennewick
Gary Deardorff
P.O. Box 6108
Kennewick, WA 99336
T. 509-585-4301**

**Franklin Conservation District
Mark Nielson
1533 E. Spokane St.
Pasco, WA 99301
T. 509-545-8546 x 4**

Proposed Work

Overview

Water on Wheels and Wheat Week are currently offered to classrooms grades K-8 in Kennewick, Richland, West Richland and Pasco to fulfill the Quad-Cities Water Right Education and Outreach requirement as well as their Phase II Municipal Stormwater Permit requirements. Lessons are designed to educate students about water, soil and energy conservation and stormwater pollution prevention.

2013-2014 (Water Conservation)

\$15,500

- Water on Wheels and Wheat Week will be offered to all classrooms in Kennewick, Richland, West Richland, and Pasco through a coordinated outreach effort.
- Funds will be used to teach the Water on Wheels and Wheat Week Programs.
- The cities of Kennewick, Richland, West Richland, and Pasco will be recognized as Water on Wheels and Wheat Week sponsors on all printed materials handed out to teachers, students and the general public.
- The cities of Kennewick, Richland, West Richland, and Pasco will receive a full report by December 31 and June 30th each year stating which schools lessons were taught in as well as the number of students, teachers and lessons taught. Report will also include the estimated number of general public reached through these suggested activities.
- Whole House Water Conservation Kits will be handed out during Water on Wheels and Wheat Week lessons, Regional Home and Garden Show and the Benton/Franklin County Fair.

Stormwater Public Outreach

\$11,500

- Specific stormwater education materials, as determined by the four cities, will be disseminated during Water on Wheels lessons and Wheat Weeks.
- During selected Water on Wheels lessons and *every* Wheat Week lessons, students will receive stormwater education materials to take home and share with their parents. The District will develop a process to quantify the students who have shared the materials with their parents.
- The Franklin Conservation District will coordinate and staff a booth at the Regional Home and Garden Show held at the TRAC in Pasco (February). Stormwater education materials will be distributed to the general public.
- The Franklin Conservation District will coordinate and staff with the Quad Cities a booth at the Benton/Franklin County Fair in Kennewick (August). Stormwater education materials will be distributed to the general public.

Total

\$27,000

The District will be paid a lump sum amount of \$27,000 for work performed from July 1, 2013 through June 30, 2014. Compensation to the District shall increase each year by a fixed rate of four (4%) percent per year accumulative from the lump sum amount indicated above. The Franklin Conservation District will submit an invoice to the City of Kennewick in June of each year through the term of the agreement set forth herein below. A report detailing the school names and number of classrooms in which the programs were provided shall be included with each yearly billing invoice.

Timeline

Program work will begin July 1, 2013 and will conclude June 30, 2016 (3 year agreement). An optional 2 years may be added to this agreement if all parties are in agreement, extending the contract to June 30, 2018.