

CITY OF LAKEWOOD AGREEMENT

City of Lakewood, hereinafter called **City**, and **Pierce County**, hereinafter called **County**, agree as set forth in this Agreement, including:

BACKGROUND

The Chambers-Clover Watershed Council (CCWC) has identified certain elements of the Chambers-Clover Creek Watershed Action Plan they desire to implement with the financial support and backing of various community organizations mentioned in this document. CCWC is a committee formed in 2000 to protect water quality and resources, but it has never incorporated or organized to the extent for purposes of entering into public or private contracts. CCWC will work with other community groups to implement the work identified in the Scope of Work section, and the County has volunteered to act as a fiscal agent to collect the grants and donations and disburse the monies.

GENERAL CONDITIONS

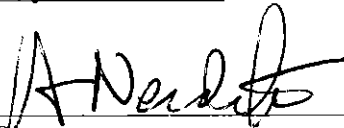
1. Scope of County's Services:
The County agrees to receive the grants awarded by the City to the CCWC and disburse all monies only to the projects and activities identified in the "Scope of Work" attached as Exhibit "A", herein incorporated by this reference. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Term of Contract: The term of this Agreement shall commence upon the date of contract execution as evidenced on the signature page and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the 31st day of December, 2012. Note, by this agreement, all work must be completed by the ending date; however the deadline maybe extended to make payment through March 31, 2013, if necessary.
3. Payment and Use of Funds: The City will provide the County with a maximum payment for this agreement not to exceed \$ 10,000.00. The funds shall be distributed according to the "Scope of Work", attached as Exhibit "A". The County shall maintain documentation of expenses and which project or activity received funds.
4. Assignment and Subcontracting:
No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
5. Independent Contractor:
The City's services shall be furnished by the City as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the City as an independent Contractor.

6. Regulations and Requirement:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington
7. Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
8. Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the laws of the State of Washington.
9. Future Non-Allocation of Funds:
If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.
10. Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
11. Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto .
12. Entire Agreement:
This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

AGREED TO THIS 8th day of March, 2012.

CITY OF LAKEWOOD

City of Lakewood

 3-15-2012
Signature Date

CITY MANAGER
Title of Signatory

Mailing Address:

6000 Main Street SW
Lakewood, WA 98499-5027

Contact Phone: (253) 983-7795
Contact Name: Greg Vigoren

PIERCE COUNTY

 3-8-12
DEPUTY PROSECUTING ATTORNEY Date
(as to form only)

 3/28/12
BUDGET AND FINANCE Date

Approved:

 3/28/12
DEPARTMENT DIRECTOR Date
(less than \$250,000)


 _____
COUNTY EXECUTIVE Date
(if \$250,000 or more)

EXHIBIT "A"
(SCOPE OF WORK)

1. The City of Lakewood will provide up to \$10,000 as match to the County's contribution to the "Chambers-Clover Creek Watershed Small Grant Program". This is the same program Water Programs participated in from 2003 to 2011 and is similar to mini-grant programs offered by the City of Tacoma, Kitsap County, Seattle, and King County. All contributors, including the City of Lakewood, will be asked to provide a representative to serve on a committee to select applications for funding. The County shall provide the City with a list of program recipients at the end of the award process.

The grant program may be used to implement any one of the action items that were identified within the Chambers-Clover Creek Watershed Action Plan. The grant criteria and instructions to grant applicants both explain that proposals implementing elements of the CCC Plan will be given a high priority. The specific action items which might be implemented may vary based on the number and type of applications received.