

**INTERLOCAL AGREEMENT  
BETWEEN  
PIERCE CONSERVATION DISTRICT  
AND  
CITY OF ORTING**

THIS AGREEMENT is made and entered into by Pierce Conservation District (“District”) and the City of Orting (“City”).

PURPOSE OF THIS AGREEMENT IS to facilitate payment of/for plants and other plant materials required for various city projects.

THEREFORE IT IS MUTUALLY AGREED THAT:

WHEREAS the City of Orting has an obligation to complete planting for various city projects;

WHEREAS the planting projects may require a selection of site appropriate native plants;

WHEREAS the Pierce Conservation District has professional experience, familiarity, and knowledge of native plant providers that will meet the specifications outlined in the planting plan;

NOW THEREFORE, in consideration of the mutual benefits and covenants described herein (including all exhibits and attachments), District and City agree as follows:

1. SCOPE OF SERVICES – The Pierce Conservation District will solicit information on cost and availability of requested plant materials and present said information to City staff or its representative(s) for review and input; place plant order(s) per confirmation of City staff or its representative(s); arrange for invoicing and delivery of plant orders. The City will pay invoice within 30 days of delivery.
2. PERIOD OF PERFORMANCE – This agreement shall commence on April 7, 2021 or when signed by both parties (whichever is later) and will continue until terminated by one of the two parties with written notification as described in section 5.
3. INDEPENDENT CAPACITY – The employees of each party who are engaged in the performance of this agreement shall continue to be employees of that party and shall not be considered for any purpose to be employees of the other party.
4. AMENDMENTS – This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by the parties’ signatory to this agreement.
5. TERMINATION – Any of the parties may terminate their part of this agreement upon 30 days prior written notification to the other parties.
6. INDEMNIFICATION – To the fullest extent permitted by law, the District and City shall indemnify, defend, and hold harmless each other, their Boards of Supervisors, elected officials, agents and employees, as well as the State of Washington, its officials, agents and employees

from and against all claims for injuries or death, losses or suits including attorney fees arising out of or resulting from the indemnifying party's performance of this agreement.

- 7. DISPUTES – In the event that a dispute arises under this agreement, the City and District will promptly give the other notice of problems or concerns arising in connection with carrying out the scope of work under this Agreement and will meet as needed, but no later than fifteen (15) days after receipt of a written request for a meeting to minimize the same. If the dispute is not resolved through such preventative discussions, the City and District may by mutual agreement submit the matters to mediation or arbitration upon such rules of mediation or arbitration as the City and District may agree.
- 8. GOVERNANCE – This agreement is entered into pursuant to and under the authority granted Conservation Districts by RCW 89.08.220(9) (the Conservation Districts law) and by RCW 39.34.060 (the Interlocal Cooperation Act). The provisions of this agreement shall be construed to conform to those laws.

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; and
  - b. Any other provisions of the agreement, including material incorporated by reference.
- 9. ALL WRITINGS CONTAINED HEREIN - This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed the agreement.

Pierce Conservation District

City of Orting

*Selena Corwin*

04/15/2021

*Joshua Penner*

Selena Corwin, Acting Executive Director      Date

Joshua Penner, Mayor      Date

# Certificate of Completion

## Summary

**Document ID** XUSMOZSINEDJFGCILWOUGMWTPGIQ82P7PMFBVETYT4  
**Document Name** ORTING ILA Native Plant Materials, 2021.pdf  
**No. of documents** 2  
**Sent by** Kristine Swanner <kristines@pierced.org>  
**Organization** pierceconservationdistrict  
 308 West Stewart Ave.,Puyallup,WA,United States 98371  
**Sent on** Apr 15, 2021 12:57 PDT  
**Completed on** Apr 15, 2021 13:42 PDT

## Recipients

Signers : 3	Received a copy : 0	Sign order : Sequential
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Kristine Lewis (kristines@pierced.org)

<b>Emailed on</b> Apr 15, 2021 12:57 PDT	<b>Viewed on</b> Apr 15, 2021 12:57 PDT	<b>Signed on</b> Apr 15, 2021 12:57 PDT
<b>Accessed from</b> 50.232.229.18	<b>Device used</b> Web	<b>Authentication code</b> None



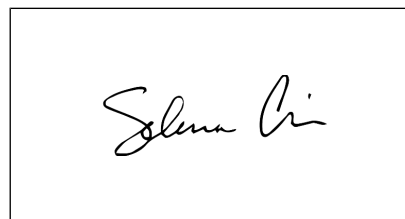
Jayne Gordon (jaymeg@pierced.org)

<b>Emailed on</b> Apr 15, 2021 12:57 PDT	<b>Viewed on</b> Apr 15, 2021 13:12 PDT	<b>Signed on</b> Apr 15, 2021 13:13 PDT
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Selena Corwin (selenac@pierceed.org)

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# Certificate of Completion

## Summary

Document ID            FWHJ0BMDZVGEWCY\_EWABEJMN3KRACVSASN5PWDRS3GW  
 Document Name        ILA - ORTING ILA Native Plant Materials, 2021.pdf  
 No. of documents      1  
  
 Sent by                 Kristine Swanner <kristines@pierced.org>  
 Organization           pierceconservationdistrict  
  
                               308 West Stewart Ave.,Puyallup,WA,United States 98371  
  
 Sent on                 Apr 15, 2021 16:12 PDT  
 Completed on         Apr 15, 2021 16:53 PDT

## Recipients

Signers : 1	Received a copy : 0	Sign order : Sequential
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Mayor Joshua Penner (penner@cityoforting.org)

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