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Engineering Division



WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

**INTERAGENCY AGREEMENT
WITH
CITY OF VANCOUVER**

Agreement No. IAA 14-161

This Agreement is between the City of Vancouver, referred to as COV and the Washington State Department of Natural Resources, Pacific Cascade Region, referred to as the DNR.

The purpose of this Agreement is to provide DNR reimbursement for the use of offender work crews from Larch Corrections Center under the supervision of DNR

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The DNR shall furnish the necessary personnel, transportation and required PPE to performing work set forth in the Attachment A. The COV will provide an on-site representative when requested by DNR for detailed instruction or when starting new job tasks or questions associated with site expectations.

2.01 Period of Performance. The period of performance of this Agreement shall begin on final signatures of this agreement and end on December 31, 2014, unless terminated sooner as provided herein.

3.01 Payment. Pay for the work provided is established under RCW 39.34.130. The parties estimate that the cost of accomplishing the work will not exceed Eighty Thousand Dollars & No/100 (\$80,000.00). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Pay for services shall be based on the rates and terms described in Attachment B.

4.01 Billing Procedures. DNR shall submit invoices quarterly. Payment to the DNR for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the contract expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5.01 Records Maintenance. The parties to this contract shall each maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by

DNR in providing the services. These records shall be available for inspection, review, or audit by personnel of the COV, other personnel authorized by either party, the Office of the State Auditor, and as authorized by law. Both parties shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by the U.S. Copyright Act of 1976 and shall be DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

12.01 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is 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:

- (1) Applicable State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement can not be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to his agreement.

15.01 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 Insurances.

- (1) Self Insurance Liability Program (SLIP)

The DNR and COV are protected by self-insurance liability program. DNR and COV have entered into an agreement to provide the services herein. This agreement will terminate on the date listed in the period of performance.

Each party to this agreement will be assigned, and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. The DNR and COV agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this agreement.

17.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

18.01 Contract Management. The Project Manager for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project manager.

19.01 Project Coordinators.

- (1) The Project Manager for COV is **Eric Schadler**. Telephone: 360-487-7777
- (2) The Project Manager for the DNR is **Geoff Aschoff** and/or **Tim Walker**. Telephone: 360-260-6286.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF VANCOUVER

Dated: 12-19, 2013

By: *Eric J. Holmes*
Eric J. Holmes

Title: City Manager
Address: P.O. Box 1995
Vancouver, WA. 98668
Phone: 360-487-8600

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated: 1/6, 2013 ^{4 EJW}

By: *Eric Wisch*
Eric Wisch

Title: Pacific Cascade Region Manager
Address: P.O. Box 280
Castle Rock, WA 98611
Phone: 360-577-2025

Approved as to form:
Chuck Gett
City Attorney

Interagency Agreement
Approved as to Form
By the Assistant Attorney General
State of Washington

Review

Chuck Chuck Turley, RP&S, Asst. Region Mgr



Attachment A
STATEMENT OF WORK

The DNR shall provide offender work crews from Larch Camp under the supervision of DNR supervisors to perform labor intense work on specific projects. The general scope of work projects will be to provide landscape maintenance at two separate facilities, referenced as the Westside and Marine Park Reclamation Facilities. Site facilities manager estimates that general maintenance shall typically mean 2 crew days per week. Routine mowing of irrigated lawns and as needed or directed by the site manager for non-irrigated sections, sections not accessible with wheel type mowers will be maintained with weed-eaters, edging sidewalks, cleaning flower beds trimming hedges and general maintenance of shrubs, trees and plantings and/or as directed by the COV appointed facility manager.

The COV will supply mowers, weed eaters, leaf blower, dumpsters for disposal of yard debris and all items associated under this agreement. *Examples of other items are- fertilizers, bark dust, shrubs, grass seed, irrigation lines and fittings and etc...

*** The City has estimated time frames of maintenance days needed throughout the calendar year. DNR agrees that COV's schedule can be followed with exceptions of crew availability during fire season and planting seasons.

Attachment B
BUDGET

Invoice Identification and Information:

Each quarterly invoice voucher submitted to COV by DNR will clearly reference the assigned agreement IAA number: **IAA 14-161**

DNR shall submit invoices quarterly following any quarter in which billable work is charged. Billings for reimbursement will be based on the direct costs of accomplishing the work, plus an established indirect rate. Invoices will include:

- 1) DNR Forest Crew Supervisor hours and charges
- 2) Offender crew hours and charges
- 3) Vehicle mileages, costs per mile and charges
- 4) Indirect charges, and
- 5) Any other billable expenditure agreed to in the Statement of Work.