



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

**INTERAGENCY AGREEMENT
WITH
City of Longview**

Agreement No. 16-208

This Agreement is between the City of Longview, referred to as COL 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, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment A.

2.01 Period of Performance. The period of performance of this Agreement shall begin upon the final signature of this agreement and end on December 31, 2017 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 Twenty Thousand Dollars (\$20,000.00) 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.

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review, or audit by personnel of the COL, 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 owned by DNR and COL. 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 cannot 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 Insurance.

Before using any of said rights granted herein and at its own expense, COL shall purchase and maintain, and require its contractors and subcontractors to purchase and maintain, insurance as described below from an insurer admitted to do business in Washington with an A.M. Best financial strength rating of A- or better, that will protect it from bodily injury or property damage claims arising out of its operation under this Agreement.

1. Commercial General Liability (CGL) insurance providing bodily injury liability and property damage liability with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limits.
2. Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
3. Business Automobile Liability insurance and, if necessary, commercial umbrella liability insurance with a minimum limit of liability of not less than \$1,000,000 per occurrence for all owned, non-owned, and hired automobiles.
4. Workers Compensation insurance for its employees that complies Title 51 RCW. Except as provided by law, COL waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

All insurance should be purchased on an occurrence basis. The "State of Washington, Department of Natural Resources" shall be named as an additional insured via

endorsement by COL on all general liability, excess liability, and umbrella insurance policies required by this Agreement.

COL shall provide State with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. COL shall provide State with 30-days written notice of the cancellation or non-renewal of any insurance referred to herein.

If COL is self-insured, evidence of its status as a self-insured entity, or membership in a self-insured risk pool shall be provided to State. The evidence should demonstrate that COL's self-insurance/risk pool membership meets all of the required insurance coverage required by this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of COL is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

All insurance or self-insurance provided by COL shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, State.

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 COL is **Curt Nedved**, Telephone: 360-442-5422.

(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 LONGVIEW

Dated: December 21, 2015

By: _____


David Campbell

Title: City Manager

Address: 1525 Broadway Street
Longview, Washington 98632-7080

Phone: (360) 442-5004

Contract No: 16-208

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: Feb. 5, 2015
ESW

By: Eric Wisch
Eric Wisch

Title: Pacific Cascade Region Manager

Address: PO Box 280, Castle Rock, WA. 98611

Phone: (360) 575-5089



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

Review: CT Chuck Turley, RP&S, Asst. Region. Mgr.

Attachment A

STATEMENT OF WORK

Work under this agreement shall consist of using chainsaws, weed eaters removing scotch broom, spreading bark, restoration projects, litter removal, leaf collection, cleaning parks, and trail work. These are typical work projects to be performed for the City of Longview.

DNR will provide general tools such as chainsaws, hand tools and all required safety equipment associated with typical work projects listed above. The City will provide all specialty equipment needed to perform these projects listed above and that are not typical tools provided by a forestry crew.

The City of Longview will provide an on-site representative at the start of each new project for a description of project objectives and safety concerns.

Attachment B

BUDGET

Invoice Identification and Information

Each quarterly invoice voucher submitted to COL by DNR will clearly reference the assigned agreement number: **IAA 16-208**

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.