

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

**INTERAGENCY AGREEMENT
CITY OF WESTPORT**

Agreement No. IAA 09-89

This Agreement is between the *City of Westport* referred to as the City and the Washington State Department of Natural Resources, referred to as the DNR.

The DNR and the City enter into this Agreement under authority of Chapter 39.34 RCW of Washington State, Interlocal Cooperation Act.

The purpose of this Agreement is to provide DNR with reimbursement for use of offender crews from the Cedar Creek Correction Center under the supervision of DNR.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The DNR shall provide labor (8-10 offenders), supervision of offender work crews, transportation, safety gear, basic hand tools, and chainsaws or small power tools to perform miscellaneous labor intensive projects for the City. The City will provide any specialized equipment and/or supplies and materials that the work projects may require. The City shall provide a written work plan for each project and a contact person to meet with the DNR crew(s) on the first day of each project and as needed for the duration of the projects. Refer also to Attachment A.

2.01 Period of Performance. The period of performance of this Agreement shall begin on the September 1, 2008, and end on August 31, 2010, unless terminated sooner as provided herein.

3.01 Payment. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed Eight Thousand Dollars and no/100 (\$8,000.00). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in accordance with the budget in Attachment B which is attached hereto and incorporated herein.

4.01 Billing Procedures. DNR shall submit invoices monthly. 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. DNR shall 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 City, other personnel authorized by the City, the Office of the State Auditor, and federal officials as authorized by law. DNR 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, federal auditors, 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 jointly owned by the DNR and the City. 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.

The DNR and the City are protected by their respective self-insurance liability programs. DNR and the City 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 the City 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 Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

19.01 Project Coordinators.

- (1) The Project Coordinator for the City is Greg Barnes
Telephone Number (360) 286-9091

- (2) The Project Manager for the DNR is Brenda Theel
Telephone Number (360) 753-6837 ext 4052

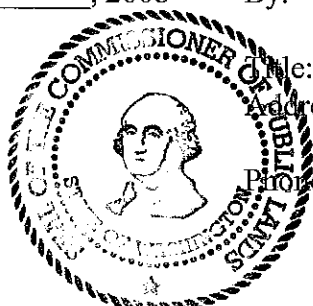
IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated: 10/16/2008, 2008

CITY OF WESTPORT
By: [Signature]
Title: MAYOR
Address: P.O. Box 505
Westport, WA. 98595
Phone: (360) 286-9091

Dated: 10-23, 2008

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**
By: [Signature]
Eric Schreff
Title: Pacific Cascade Region Manager
Address: P.O. Box 280
Castle Rock, WA 98611
Phone: (360) 577-2025



Interagency Agreement
Approved as to Form 9/27/97
State of Washington
By the Assistant Attorney General

Review:
[Signature] Jan Allen, Admin. Asst. 2
[Signature] Kirk Willis, RP&S ARM

Attachment A

STATEMENT OF WORK

Work under this agreement shall consist of using chainsaws; weed eating, removing scotch broom, spreading beauty bark, cleaning City parks, and brushing back recreation trail right of ways. These are typical projects DNR work crews will perform for the City.

DNR will provide one or more crews on a pre-arranged schedule. Each inmate crew will consist of 10 inmates more or less, and be supervised by a DNR crew supervisor. DNR will provide regular transportation, tools and equipment such as weed eaters, chainsaws and Safety equipment.

The City will provide any specialty safety gear needed for specialty projects.

Attachment B

BUDGET

Invoice Identification and Information:

Each invoice voucher submitted to the City will clearly reference Agreement Number **IAA 09-89**.

Compensation:

Compensation shall be based upon the following rates and in accordance with the following terms:

- The City will pay DNR a flat daily rate of \$560 per crew day.
- The daily rate includes the crew supervisor's salary and benefits, inmate gratuities, L&I insurance, crew bus and all equipment normally carried by crews (chain saws, hand tools and Safety equipment).
- Other specialized tools and equipment needed to do the work may require additional charges (for example, equipment that must be rented). In this case DNR will obtain approval from the City's local manager in advance, pay for the tools or equipment, and include as a line item in invoices submitted to the City. Or DNR can charge items direct to the City's local accounts with prior approval from the City.