

OCT 02 2014

Resource Protection



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

INTERAGENCY AGREEMENT WITH THE CITY OF SHELTON

Agreement No. IAA 15-22

This Agreement is between the City of Shelton, referred to as the City, and the Washington State Department of Natural Resources Urban and Community Forestry Program, referred to as DNR.

DNR is under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and the City of Shelton enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

The purpose of this Agreement is to provide a Puget SoundCorps (SoundCorps) crew for urban forestry restoration tasks in the City of Shelton.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. DNR shall furnish WCC crews and the City shall provide all materials and services, pertinent to performing work set forth in the Attachment A.

2.01 Period of Performance. The period of performance of this Agreement shall be from October 1, 2014, to September 30, 2015, unless terminated sooner as provided herein. Both parties agree that DNR will provide the City a maximum of four (4) weeks of crew work within the period of performance.

3.01 Payment. DNR provides the services of the SoundCorps crew in exchange for the City's matching commitment to the project as described in Attachment B.

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 equally 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.

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 Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The City's obligation to indemnify, defend, and hold harmless includes any claim by the City's agents, employees, representatives, or any subcontractor or its employees. The City expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to the City's or any subcontractor's performances or failure to perform the Agreement. The City's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. The City's obligation to indemnify, defend, and hold harmless DNR does not extend to DNR's sole negligence or DNR's proportionate share of concurrent negligence. The City waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

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 of Shelton is Steve Goins, Telephone Number 360-432-5136.

(2) The Project Coordinator for the DNR is Micki McNaughton, Telephone Number (360) 902-1637.

Attachment A

STATEMENT OF WORK

DNR will sponsor a Puget SoundCorps (SoundCorps) crew to assist with urban forest restoration and maintenance tasks in the City of Shelton. Each restoration project location will include baseline mapping of the site, to be included in a DNR report to the City. Local projects must be on public property, and work performed by the crews may not replace workers already in place or contracted for.

Project locations and activities in the City of Shelton include:

- Shelton Heritage Pear Tree Orchard and SR3 Park & Ride. Remove non-native invasive plant species.
- Sather Park. Remove English ivy, English holly and other non-native invasive plant species.
- Other sites and/or locations as agreed by the City's Project Coordinator and the DNR Project Coordinator. Tasks and activities assigned must pertain to restoring the ecological health and functionality of the urban forest on the site or location.

Puget SoundCorps (SoundCorps) and Washington Conservation Corps (WCC) crews are covered by Dept. of Ecology insurance through Labor and Industries while working on project sites and traveling to work locations.

SoundCorps crews are responsible for the maintenance and repair of any equipment provided by WCC and/or Dept. of Ecology.

The City is responsible for the maintenance and repair of any equipment provided by the City and used by the SoundCorps crew under the direction of City staff.