

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: Department of Natural Resources – Urban and Community Forestry Program

CONFORM AS TO DATES & SIGNATURES

- (X) Approved by the Mayor: 08/07/14
- (X) Completion: 09/30/15
- () Recorded: n/a

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- () City Attorney
- (1) Clerk's Department: Original
- (X) Posted to Library Drive
- (X) Posted to Web Site
- () Finance:
- () Fire District #18
- () Mayor
- () Municipal Court
- () MRSC
- () Parks/Recreation
- () Planning/Building
- () Police
- () Public Works/Engineering:

Kylie Purves
City Clerk

August 21, 2014
Date



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

INTERAGENCY AGREEMENT WITH THE CITY OF POULSBO

Agreement No. IAA 14-417

This Agreement is between the City of Poulsbo, 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 Poulsbo 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 maintenance and restoration tasks in the City of Poulsbo. SoundCorps is part of the broader Washington Conservation Corps/AmeriCorps program administered by Washington Dept. of Ecology. SoundCorps crews work on projects that help restore and protect water quality in Puget Sound.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. DNR shall furnish SoundCorps 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 one (1) calendar month of crew work within the period of performance. The City will receive two (2) additional months of crew time in exchange for acting as the crew's base of operations for the 2014-2015 project year (October 1, 2014 – September 30, 2015).

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 owned by 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 Indemnification. DNR/SoundCorps shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or in connection with, DNR/SoundCorps' performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The City shall defend, indemnify and hold DNR/SoundCorps, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or in connection with, the City's performance of this Agreement, except for injuries and damages caused by the sole negligence of DNR/SoundCorps.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of DNR/SoundCorps and the City, its officers, officials, employees, and volunteers, each of DNR/SoundCorps' and the City's liability hereunder shall be only to the extent of each of DNR/SoundCorps' and the City's individual negligence.

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 Poulsbo is Mary McCluskey, Telephone Number (360) 394-9772.

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF POULSBO

Dated: 8/7, 2014 By: Dawn E. [Signature]
Title: Mayor
Address: City of Poulsbo
Phone: 3607793901

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: August 12, 2014 By: [Signature]
Albert A. Kassel
Title: Resource Protection Division Manager
Address: 1111 Washington Street SE
MS 47037
Olympia, Washington 98504-7037

Interagency Agreement
Approved as to Form 9/29/97
By the Assistant Attorney General
State of Washington

received by:
AUG 11 2014
Resource Protection

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. Each maintenance or 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 Poulsbo include:

- Fish Park, 288 NW Lindvig Way. Remove non-native invasive plants and prepare sites for planting native vegetation.
- 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.

In consideration for acting as a base of operations for the Olympic Peninsula SoundCorps crew for the duration of the Urban Forestry Restoration Project year (October 1, 2014, through September 30, 2015), the City will receive crew assistance during the first and last months of the crew year (October 2014 and September 2015) and one other month during the crew year, to be determined in cooperation with the UFRP Project Coordinator. Additional crew time must be focused on urban forestry-related tasks, and may not displace a currently-employed or contracted crew.

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 SoundCorps 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.

Attachment B
PROJECT COMMITMENT MATCH

DNR will provide the following items to the City for urban forestry restoration projects that receive assistance under the Urban Forest Restoration Project:

- Media release template to assist in building public awareness and event marketing.
- Baseline invasive plant species mapping for project location(s).
- Crews to remove and/or control invasive plant material and complete related restoration tasks including installation of plant materials.
- Post-restoration report that includes a description of the project and the work accomplished.
- Template for three-year maintenance and monitoring plan.
- Template for annual monitoring report.

The City commits to the following items in consideration for the services of the DNR-sponsored crew:

- Post media release in advance of the event.
- Acquire any permits necessary for project work.
- Provide volunteer registration, sign-in and waivers at volunteer events in which SoundCorps crews participate.
 - Please have photo releases available for volunteers under 18 years of age.
- Dispose of plant material removed during project activities (English ivy vines, blackberry canes, etc.).
- Provide any and all materials required for project completion, including plants, mulch, stakes, watering devices, etc.
- Develop and implement a three-year maintenance plan for the project site, to include annual monitoring.
- Report monitoring results to the DNR Urban and Community Forestry Program annually for three years.