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

INTERAGENCY AGREEMENT WITH THE CITY OF BAINBRIDGE ISLAND

Agreement No. IAA 16-66

This Agreement is between the City of Bainbridge Island, 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 Bainbridge Island 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. SoundCorps is part of the broader Washington Conservation Corps/AmeriCorps program administered by Washington State 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 a SoundCorps crew 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, 2015, to June 30, 2019, unless terminated sooner as provided herein. Both parties agree that DNR will provide the City four (4) weeks of crew work between October 1, 2015 and June 30, 2016.

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 A.

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 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. 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 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 is Christy Carr, Telephone Number (206) 780-3719.

(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 BAINBRIDGE ISLAND

Dated: Sept. 24, 2015

By: [signature]

Title: City Manager

Address: 280 Madison Ave N

Phone: 206.780.8626

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: Oct 21, 2015

By: [signature]
Robert W. Johnson

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

Attachment A
STATEMENT OF WORK

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

- Template for media release to assist in building public awareness of crew work.
- SoundCorps crew time to perform urban forestry maintenance and restoration tasks as outlined below:
    - Strawberry Plant Park, 240 Weaver Rd NW. Remove invasive non-native plant species. Prepare planting site; plant native trees, shrubs and forbs if possible. Weed and mulch previous restoration planting areas.
    - Pritchard Bluff East, Pritchard Park. Remove invasive non-native plant species. Prepare planting site; plant native trees, shrubs and forbs if possible. Weed and mulch previous restoration planting areas.
    - Waterfront Park, 301 Shannon Dr SE. Remove invasive non-native plant species. Prepare planting site; plant native trees, shrubs and forbs if possible. Weed and mulch previous restoration planting areas. Pruning for clearance and structure as necessary.
    - 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.
- 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.

Local projects must be on public property, and work performed by the crew may not replace workers already in place or contracted.

SoundCorps crews are covered by Washington State Dept. of Ecology (Ecology) insurance through Washington State Dept. of Labor and Industries (L & I) while working on project sites and traveling to and from work locations.

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

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

- Post media releases in advance of and/or during the crew's time with the City.
- Acquire any permits necessary for project work.
- Dispose of materials removed during project activities (English ivy vines, blackberry canes, trash, etc.).
- Provide any and all materials required for project completion (plants, mulch, herbicide, staking materials, etc.).

- Provide traffic control, including traffic control plan, barriers, cones, flagging materials, etc. as necessary to ensure the safety of the crew and public.
- Develop and implement a three-year maintenance and monitoring plan for the project site within 60 days of receiving the DNR Report of the crew's work.
- Report monitoring results to the DNR Urban and Community Forestry Program annually for three years beginning the year after the crew's work per the approved three-year maintenance and monitoring plan.