

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works/Clark County Parks

**DATE:** September 13, 2016

**REQUESTED ACTION:** Approve and authorize the Clark County Manager to Approve the Interagency Agreement with Washington Department of Natural Resources for DNR crew labor on newly acquired park properties.

BOCC     COUNTY MANAGER     HEARING

**PUBLIC WORKS GOALS:**

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

**BACKGROUND**

The newly acquired park properties known as: Curtin Springs Wildlife Habitat; Prairie Slow Pitch Softball Complex; West Minnehaha (Faruolo); and the Tribe property, need varying amounts of invasive vegetation and structure removal in sensitive areas of the properties. The 10-person Larch Mountain Honor Camp DNR Crew is highly specialized and productive in brush removal, fence removal and structure demolition. They provide their own equipment and have performed many specialized tasks in Clark County Parks throughout the past several years. The interagency agreement is for a term of one year with a maximum contract amount of \$50,000.00. Dedicated PIF Acquisition funds will be used to support the Level 1 cleanup work performed by the crew.

**COUNCIL POLICY IMPLICATIONS**

None.

**ADMINISTRATIVE POLICY IMPLICATIONS**

None.

**COMMUNITY OUTREACH**

The Clark County Parks, Recreation and Open Space (PROS) Plan identifies this project as a priority. An extensive public outreach effort was conducted as a part of developing the PROS plan. The Parks Advisory Board also voted to support the acquisition of the above named properties.

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

*major OK*

*PW 16-103*

**BUDGET DETAILS**

Local Fund Dollar Amount	\$50,000
Grant Fund Dollar Amount	None
Account	PIF Acquisition
Company Name	Washington State Department of Natural Resources

**DISTRIBUTION:** Lori Pearce, Cherie Sabug, Leanne Mattos

**Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>**

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**Attachments:**

- Exhibit A – Interagency Agreement between Clark County and Washington State Department of Natural Resources.

**PUBLIC WORKS APPROVALS:**

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Bill Bjerke  
Clark County Parks Manager



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Heath H. Henderson, P.E.  
Public Works Director/County Engineer



**APPROVED:**  
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: Sept. 13, 2016  
SR# SR 190-16



PW16-103



WASHINGTON STATE DEPT OF  
**NATURAL  
RESOURCES**

## INTERAGENCY AGREEMENT WITH Clark County

**Agreement No. IAA: 93-094516**

This Agreement is between Clark County Public Works, referred to as CCPW and the Washington State Department of Natural Resources, Pacific Cascade Region, referred to as DNR.

DNR and CCPW enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

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

### IT IS MUTUALLY AGREED THAT:

**1.01 Scope of Work.** 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" – Scope of Work.

**2.01 Period of Performance.** The period of performance of this Agreement shall begin on the date of the last required signature, and end on June 30, 2017 unless terminated sooner as provided herein.

**3.01 Payment.** The parties estimate that the cost of accomplishing the work will not exceed Fifty Thousand Dollars & No/100 (\$50,000.00) 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" - Budget.

**4.01 Billing Procedures.** DNR shall submit invoices quarterly following any quarter in which billable work is accomplished. Payment to 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 CCPW, other personnel authorized by the CCPW, 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 Title 17 U.S.C., Section 101 and shall be owned by Clark County Public Works Parks Division. 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 for Convenience.** Either party may terminate this Agreement upon 30 calendar days’ prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**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, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

**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 local laws, rules and regulations;
- (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 failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

**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.**

DNR and CCPW are part of the State of Washington and protected by the State's self-insurance liability program as provided by Chapter 4.92.130. DNR and Contractor 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 Contractor 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 CCPW is Bill Bjerke, Telephone Number 360-397-2285 Ext. 1656. Alternate Coordinator; Doug Keller, Telephone Number (360) 297-2285 Ext. 1657

(2) The Project Manager for DNR is Geoff Aschoff. Telephone Number 360-260-6286.

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**CLARK COUNTY**

**STATE OF WASHINGTON DEPARTMENT OF  
NATURAL RESOURCES**

Signature	Date
Mark McCauley	
Name	
County Manager	
Title	
PO Box 5000 Vancouver, Washington 98666-5000	
Address	
360- 397-2232 Ext. 4307	
Telephone	

Signature	Date
Eric Wisch	
Name	
Pacific Cascade Region Manager	
Title	
PO Box 280 Castle Rock, Washington 98611	
Address	
360-575-5001	
Telephone	

APPROVED AS TO FORM ONLY

Anthony F. Golik, Clark County Prosecuting Attorney

Dated: August 23, 2016 By:



Title: Amanda Migchelbrink  
Deputy Prosecuting Attorney

Address: PO Box 5000  
Vancouver, WA 98666-5000

Phone: (360) 397-2478 ext. 4764

**Attachment A**  
**SCOPE OF WORK**

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The DNR shall provide offender crews to perform labor intense projects outlined by the field representative at the start of any new projects. At the beginning of each new project assignment the CCPW will provide safety discussions on any known safety concerns associated with the project and what the project objectives are. DNR will provide chainsaws, safety equipment, bar oil and saw gas and is responsible for repairs and maintenance. The DNR crew will provide typical hand tools such as; Pulaski's, shovels, rakes, wheel barrows, pole saws, pry bars. CCPW will provide one restroom facilities per 10 offender crew. And provide any specialty tools or equipment needed for the project work.



**Attachment B**  
**BUDGET**

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DNR shall submit invoices (monthly) following any (month) 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 expenditures agreed to in the Statement of Work.

Each invoice voucher will clearly reference *"Interagency Agreement No. 93-094516*