INTERLOCAL AGREEMENT FOR SERVICES
BETWEEN

Clark County
PO Box 5000, Vancouver, Washington 98666-5000. (360) 397-6045 – Fax (360) 896-9878
AND

Port of Camas-Washougal
24 South "A" Street
Washougal, WA 98671

Phone: (360) 835-2196
Fax: (360) 835-2197

Interlocal Agreement Period
Beginning: January 1, 2011
Ending: December 31, 2011

Interlocal Agreement: #2011-COR-104

Vegetation removal
Program/Services Being Provided

Contact: Larry Connolly 835-2196 (107)
Fiscal: Debra Itzen 835-2196 (104)

Port of Camas-Washougal - Contact Person(s)

Estimate for services: $22,000.00/year
up to 49 crew days at $450/day
Exclusive of any applicable taxes
Contact: Lynda Harper 397-6045 (1830)
Fiscal:
Steffanie Haythornthwaite 397-6119 (5645)
Contractual:
Tatyana Bogush-Stakhov 397-6119 (5646)
Corrections – Contact Person(s)

This Interlocal Agreement consists of the following exhibits:

- Special Terms and Conditions
- Standard & Special Tool List

Clark County and the Port of Camas-Washougal agree to the terms and conditions of this Interlocal Agreement and its exhibits as listed above by signing below:

FOR CLARK COUNTY, WASHINGTON,
a political subdivision of the State of Washington

By: _____
Bill Barron, County Administrator

PORT OF Camas-Washougal, a municipal corporation and special purpose district in the State of Washington

By: _____
David Ripp, Executive Director

FOR CLARK COUNTY DISTRICT COURT,

By: _____
Presiding Judge

Approved as to form:

By: _____
Deputy Prosecuting Attorney

Approved as to form:

By: _____
Attorney for Port of Camas-Washougal

SPECIAL TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and the Port of Camas-Washougal, a municipal corporation and special purpose district in the State of Washington.

B. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article VII. (Duration of Agreement). Its method of termination is set forth in Article VIII (Termination). Its manner of financing and of establishing and maintaining a budget therefore is described in Article IV (Compensation) and Article V (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

C. **Clark County by and through its District Court Corrections**, (hereinafter "Corrections") operates a supervised offender labor crew, designated as and hereinafter referred to as (Work Crew).

D. **The Port of Camas-Washougal** (hereinafter "Port") desires to utilize the available services of Corrections and Work Crew.

E. The purpose of this Agreement is to provide for the utilization of Corrections' Work Crews by the Port.

F. Corrections and the Port desire to reduce to writing their understanding related to the provision and utilization of Work Crews.

G. Work Crew means offender labor crews, which normally consist of six (6) to twelve (12) persons supervised by a Corrections Crew Chief employee. A crew day is defined as Work Crew working not less than six (6) hours on the job excluding any travel time. The parties recognize that real-time circumstances and situations may generate crew sizes smaller than the norm and/or partial days spent on the job site.

H. The Port requests the assistance of Corrections in order to obtain Work Crew labor for the following types of representative tasks:

- Vegetation removal

I. At any time prior to the date of expiration, the dollar limitations, duration or other elements of this Interlocal Agreement may be modified at the request of either party, provided that written mutual consent of the parties is reached and recorded in the form of a properly executed modification to the Interlocal Agreement.

II. CORRECTIONS AGREES TO:

A. Work with the Port to schedule available Work Crews for the completion of certain representative projects and tasks as set forth in Article I section H. Corrections will provide Work Crew availability on a year-round basis subject to the exception of official holidays recognized by Clark County and inclement weather limitations. To the greatest extent practicable, Corrections will respond to the Port's requests for Work Crew services and not necessarily be limited to the types of tasks set forth in Article I section H.

B. For any Port project covered under this Interlocal Agreement assign only those offenders that have been authorized to participate in Work Crews by a judge of the Superior or District Courts.

C. Provide adequate instruction, direction, and supervision for the individual work crew members serving on Work Crew. Any Work Crew time billed to the Port shall be carried out within acceptable performance standards as established by the Port.

D. Share a mutual concern with the Port about achieving satisfactory performance from the Crew Chief(s) and Work Crew(s) in the accomplishment of projects and tasks. Corrections will devote sufficient supervisory attention to all concerns raised pursuant to Article III section I (below) to resolve them in a manner that meets or exceeds the Port's performance expectations.

E. On a regular basis, provide the Work Crew "standard" compliment of tools as described in the attached STANDARD & SPECIAL TOOL LIST. The "special" equipment/tools from that list are only available on a request basis. In the event additional standard tools or other special equipment/tools from the attached list are required for a particular project, Corrections should normally receive the request for those equipment/tools at least one day in advance of the need.

F. Ensure that all Work Crew activities will be consistent with the directions supplied and authorizations given by Port.

G. Provide transportation for Work Crews, staff, tools, equipment, and materials as needed to and from the various work sites.

H. At its sole expense, provide its employees and Work Crew members with all appropriate insurance coverage related to workplace exposure to health and safety risks, damage to property, injuries to persons including death.

I. Except as referenced in Article III sections E, F and G below, provide for compliance with the applicable standards for workplace health and safety promulgated by the Washington State Department of Labor and industries under the Washington Industrial Safety and Health Act, Chapter 49.17 RCW (WISHA)

as they apply to both Corrections employees and Work Crew members. Should performance on a project covered under this agreement and compliance with a WISHA standard become cost prohibitive for Corrections, or an exposure to risk be unacceptable, at its own discretion, Corrections reserves the right to reject that project in whole or in part. Corrections will make every reasonable effort to convey workplace safety issues to Port and find suitable means to avoid exposure to safety hazards.

III. THE PORT AGREES TO:

A. Provide Corrections with timely notification of any site specific problems, concerns or hazards as they relate to work projects or tasks.

B. Provide Corrections with the standards for acceptable performance on each project or task as required by the real time circumstances.

C. Where appropriate, make timely arrangements for any and all underground utility location services deemed necessary and/or required by relevant federal, state or municipal statute, administrative law or ordinance.

D. On a case-by-case basis, if appropriate, provide written permission from private property owners to stage vehicles, equipment, or materials on private property. The need for any such staging areas will be established with and subject to the mutual agreement of the parties.

E. If appropriate, provide coordination with any third parties deemed necessary and/or required (i.e. permits and or permission/authorizations). Acquiring and maintaining any permits and/or permission/authorizations relating to project operations and Work Crew activities on any project will be the sole responsibility of the Port and will be at the Port's sole expense.

F. Provide information relevant within the scope of this agreement to Corrections personnel as requested.

G. When and where applicable to the tasks assigned, the Port will provide for traffic control consistent with WISHA standards and the manual on uniform traffic control devices (MUTCD).

H. In the accomplishment projects, share with Corrections a mutual concern about achieving satisfactory performance from the Crew Chief(s) and Work Crew(s). To that end, the Port will utilize the procedure outlined Article III section I below to resolve issues relating to performance.

I. If there are performance concerns relating to Crew Chief(s) or Work Crew(s) that cannot be resolved directly and immediately with the Crew Chief, then the Port's

next step in resolving the issue, is to direct that concern in a timely fashion to the Lead Crew Chief in charge of Work Crew operations (at present the incumbents are **Dennis David & Tom Stillman**). The Lead Crew Chief is empowered to resolve issues relating to Crew Chief(s) or Work Crew(s) performance. If performance concerns are not resolved to the Port's satisfaction after working in direct cooperation with the Lead Crew Chief, then the Port's next step in resolving the issue is to relate their understanding of the situation to the Corrections Program Manager responsible for Work Crew operations (at present the incumbent is **Lynda Harper**). Prior to pursuing an alternate means of problem resolution relating to Crew Chief(s) or Work Crew(s) performance, the Port will make a reasonable effort to follow the procedure outlined above.

IV. COMPENSATION

A. Corrections will be compensated for Work Crew services provided under this Interlocal Agreement at the rate of **$450.00** per crew day exclusive of any applicable taxes. Exclusive of any applicable taxes, this Agreement authorizes an amount of up to **49** crew days, or up to **$22,000.00** per calendar year. Corrections may not exceed the aforementioned dollar limitations without executing an agreement amendment pursuant to Article IX below.

B. In the event that the tax rate increases over the term of this Agreement, the remaining Work Crew days available under this Agreement will remain the same and the original budget of **$22,000.00**, which is exclusive of sales tax, will not be exceeded.

C. In the event there is an increase in the work crew daily rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. In such event, the parties shall execute an amendment to this Agreement providing for either (i) a reduction in the number of crew days so that original budget of **$22,000.00** is not exceeded or (ii) maintaining the number of crew days and increasing the amount of the compensation to account for the increase in the work crew daily rate. Corrections will process a contract modification according to the respective procedural requirements outlined in Article IX below.

D. Subject to availability and the terms herein, the Port, may utilize the services of Corrections' Work Crew at its own discretion. Beyond a day-by-day request and dispatch, the Port is not obligated to utilize any specific amount of any particular Work Crew service. Beyond a day-by-day availability assessment, Corrections is not obligated to provide any specific amount of any particular Work Crew service. While it is not a requirement herein, the parties also recognize that planning for and committing to a regular work schedule will improve Work Crew availability.

E. The Port will pay properly documented invoices within 45 days of the receipt of the invoice.

F. The Port has provided budgetary authority to compensate Corrections at or within the aforementioned dollar limits. If the Port's budgetary authority relating to this Agreement changes over the term, the Port may adjust the dollar limits set forth above through the agreement amendment process as outlined in Article IX below.

V. BILLING METHOD AND PROCESS

A. Corrections will bill/invoice the Port for Work Crew charges on a monthly basis.

B. The billing invoice with enclosed documentation will identify the dates, Work Crew size, the actual hours worked and include the amount due for that billing period.

C. The monthly billing invoice from Corrections to the Port will include sufficient backup documentation to verify the actual Work Crew accomplishments for the billing period and include an indication (via signature) that at least one Corrections supervisory-level employee has reviewed the billing documentation for correctness. Any backup documentation supplied with billing invoices will be expected to reconcile to whatever Work Crew tracking system Corrections employs.

D. Corrections will provide for its part in the timely processing of billing invoices. Corrections processes its billing invoices internally, and then forwards them on to the Clark County Auditor accounts receivable section. The Clark County Auditor accounts receivable section in turn will send the billing invoice to the Port's Accounts Payable Manager for payment. Any inquiries regarding a particular billing invoice should be directed to the Corrections fiscal contact as indicated on the Interlocal Agreement's face sheet.

VI. INDEMNIFICATION

Each party does hereby release, indemnify and promise to defend and save harmless the other party, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the other party, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of its performance of service pursuant to this Interlocal Agreement. In making such assurances, each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the other party; provided, however, this paragraph does not purport to indemnify either party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of either party, its elected officials, officers, employees and agents.

VII. DURATION OF AGREEMENT

This agreement begins on January 1I, 2011 and is in effect until December 31, 2011.

VIII. TERMINATION

Corrections or the Port may terminate this Interlocal Agreement in whole or in part for any reason by providing written notice of termination to the other party of this Interlocal Agreement at least thirty (30) days prior to the date of termination.

IX. AMENDMENT

The provisions of this Interlocal Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Interlocal Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

X. RATIFICATION

Acts taken in conformity with this Interlocal Agreement prior to its execution are hereby ratified and affirmed.

XI. SEVERABILTY

If any section or part of this Interlocal Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Interlocal Agreement.

XII. ENTIRE CONTRACT

The parties agree that this Interlocal Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Interlocal Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of the Interlocal Agreement and cause for termination. It is agreed by the parties hereto that the forgiveness of non-compliance with any provision of this Interlocal Agreement does not constitute a waiver of the provisions of this Interlocal Agreement.

STANDARD & SPECIAL TOOL LIST

STANDARD EQUIPMENT:

The table below contains the types of standard tools that are available from a Corrections trailer on a regular basis.

TOOLS	
BROOM, Push	RAKE, Leaf
HOE, Garden	SHOVEL, Flat Tip
HOE, Hula	SHOVEL, Round Tip
RAKE, Garden	SHOVEL, Scoop

SPECIAL EQUIPMENT:

The table below lists the types of special equipment/tools that are only available on a request basis. In the event additional standard tools or other equipment/tools from the table below are required for a particular project, Corrections should normally receive the request for equipment/tools at least one day in advance of the need. When the requests for special equipment/tools exceed the equipment/tools available, the equipment/tools requested will be distributed equally among those agencies making the special equipment/tools requests. Corrections does not carry the special equipment/tools listed below on its trailers without prior request.

HAND TOOLS/ POWER TOOLS	
Loppers	Lawn Mowers
Pruning saws	Weedeaters
Pick / Mattocks	Edgers
Pitchfork, Hay	Blowers
Wheelbarrows	Hedgers