INTERLOCAL AGREEMENT
BETWEEN

Clark County District Court Corrections
PO Box 5000, Vancouver, Washington 98666-5000. (360) 397-2424
AND
The City of Camas
616 NE 4th Ave., P O Box 1055, Camas, Washington 98607 (360) 834-6864

Interlocal Agreement Period
Beginning: July 1, 2011
Ending: June 30, 2013

Interlocal Agreement: #2011-COR-109

Reimbursement for Crew Labor Supervision

Amount: Not to exceed $4,642/term

Program Contacts:
Fiscal: Joan Durgin
(360) 834-2462
Contractual: Mitch Lackey
(360) 834-4151

Program Contacts:
Fiscal: Steffanie Haythornthwaite
(360) 397-6119 (5645)
Contractual: Tim Podhora
(360) 397-6119 (5643)

This Interlocal Agreement consists of the following exhibits:

- Special Terms and Conditions
- Washington Department of Ecology Community Litter Cleanup Program Guidelines – Publication No. 000-07-042 dated: January 2011 - http://www.ecy.wa.gov/biblio/0007042.html

Clark County and the City of Camas 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

Bill Barron, County Administrator

FOR CLARK COUNTY DISTRICT COURT,

John P. Hagensen, Presiding Judge

Approved as to form:

Deputy Prosecuting Attorney

CITY OF CAMAS, a municipal corporation and non-charter "code" city in the State of Washington

Scott Higgins, City Mayor

Attested:

Joan Durgin, City Clerk

Approved as to form:

City Attorney

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 City of Camas, a municipal corporation and non-charter code city 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 II. (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (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 referenced collectively as "Corrections") administers a Community Litter Cleanup Program funded by the Washington State Department of Ecology (WSDOE), designated as and hereinafter referred to as "CLCP."

D. **The City of Camas** (hereinafter "City") operates an offender work crew program and desires to participate in the CLCP to obtain reimbursement for allowable expenses under the terms of the CLCP.

E. The purpose of this Agreement is to establish the terms and conditions under which the City can: 1) Attain reimbursement for the costs associated with the supervision of unpaid offender work crews deployed for the purpose of removing litter and illegally dumped material from roadways and other public lands; and, 2) Attain reimbursement for other eligible expenses under the guidelines and terms of this interlocal agreement and the CLCP.

F. Corrections and the City desire to reduce to writing their understanding related to the reimbursement for allowable expenses under the terms of the CLCP.

G. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

II. DURATION OF AGREEMENT

The term of this Agreement is for the period from **July 1, 2011** through **June 30, 2013**.

III. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement by notifying the other party in writing 90 days prior to termination. Corrections agrees to reimburse the City for the cost of budgeted allowable activity/services provided through the date of termination of the Agreement.

IV. CORRECTIONS AGREES TO:

A. Administer CLCP funds under: 1) The terms and conditions of Clark County's CLCP agreement with the Washington State Department of Ecology; 2) The Community Litter Cleanup Program Guidelines – Publication No. 000-07-042 dated: January 2011; and, 3) Clark County's applicable policies and procedures.

B. Prepare and submit payment requests as required by the terms and conditions of the CLCP agreement between Clark County and WSDOE and any other applicable guidelines from the WSDOE. Prepare and submit progress reports conforming to the terminology definitions and categories found on the CLCP progress report form available from the following link: http://www.ecy.wa.gov/biblio/ecy03053.html . Prepare and submit a final project evaluation conforming with the WSDOE form available from the following link: http://www.ecy.wa.gov/biblio/ecy07027.html .

C. Provide for its part in the timely processing of billing invoices from the City. Corrections initiates the payment process in the county's financial system and the Clark County Auditor actually generates and mails the warrant to the City. For direct inquiries regarding a particular billing, the Corrections fiscal contact as indicated on the contract facesheet is the appropriate point of contact.

D. Cooperate with the City to the fullest extent practicable in order to accomplish the CLCP goals and objectives.

V. THE CITY AGREES TO:

A. Provide offender crew litter pickup and illegal dump cleanup on public areas and roadsides within the cities of Camas and Washougal and, as circumstances may dictate, any city-held watershed properties outside of those city boundaries. Particular attention will be given to riparian areas adjacent to rivers, streams and lakes.

B. Coordinate CLCP cleanup activities in partnership with the Washington State Department of Transportation and the WSDOE Ecology Youth Corps to avoid duplication of effort.

C. Accommodate periodic on-site visits from WSDOE staff for the purpose of observing and monitoring CLCP activities and projects.

D. Abide by WSDOE guidelines on reimbursement for overtime compensation which require prior approval by WSDOE.

E. Make appropriate use of CLCP daily worksheets such that the quantitative and qualitative data supplied for the required daily reporting conforms with the terminology definitions, metrics and tracking categories found on the CLCP daily worksheet and worksheet instructions. CLCP daily worksheets are available for download from the following link: http://www.ecy.wa.gov/biblio/ecy03054.html. Another reasonable and consistent alternative means of tracking the City's CLCP activity is permissible, provided all of the same daily reporting elements are tracked and recorded in conformity with the terminology definitions, metrics and tracking categories found on the CLCP daily worksheet and worksheet instructions. A roll-up

progress report of the month's daily worksheets is required for processing a reimbursement. The expectation is that the submitted monthly progress reporting will reconcile with the information recorded on the daily worksheets.

F. Include with each billing invoice a comprehensive accounting of the data required to complete CLCP progress reporting for that specific month only. Such data will reconcile with the daily worksheets for the specific reporting month. The quantitative and qualitative data supplied for progress reporting purposes will conform with the terminology definitions and categories found on the CLCP progress report form available from the following link: http://www.ecy.wa.gov/biblio/ecy03053.html .

G. Where applicable, when engaged in CLCP activities, the City will provide for traffic control consistent with the Washington Industrial Safety and Health Act (WISHA) standards and the manual on uniform traffic control devices (MUTCD).

H. Provide for training and safety compliance with any applicable standard for workplace health and safety promulgated by Washington's Department of Labor and Industries under WISHA, Chapter 49.17 RCW as it is properly applied to both City employees and the City's offender work crew members engaged in CLCP activities. The City will make every reasonable effort to convey workplace safety issues to staff and offender work crew members and find suitable means to avoid exposure to safety or health hazards while engaged in any CLCP activities.

VI. COMPENSATION

A. Payment is on a reimbursement basis. The City will be reimbursed for the actual documented expense of supervising unpaid offender work crews engaged in CLCP compliant litter pickup and illegal dump cleanup on public areas and roadsides within the cities of Camas and Washougal and, as circumstances may dictate, any city-held watershed properties outside of those city boundaries. Over the two year term of this Agreement, the parties authorize reimbursement in an amount not to exceed **$4,642.00**. Reimbursements may not exceed the aforementioned "not to exceed" limitation without executing amendment to this Agreement pursuant to Article XVI below.

B. In the event that WSDOE discontinues or otherwise reduces the CLCP funding available to Clark County, on the effective date of such action by WSDOE, any unobligated budget capacity from the amount stated above in article VI, section "A" will be reduced on a pro rata basis commensurate with WSDOE's action. The intent here is to have a contingency for a cessation or reduction in the CLCP funding and to make available to the City only an equitable share of the CLCP funds made available to Clark County by WSDOE in real time.

C. The City, at its option, in addition to being reimbursed for the expense of supervising unpaid offender work crews engaged in CLCP litter pick and illegal dump clean-up activity, may request reimbursement for other CLCP eligible activities as follows: 1) Documented administrative costs directly tied to the CLCP up to **9.5%** of the award or **$441.00**; 2) Documented expense for supplies directly tied to the CLCP up to **3.7%** of the award or **$172.00**; 3) Documented litter disposal costs directly tied to

the CLCP up to **6.4%** of the award or **$297.00**. For any combination of reimbursement on eligible CLCP activity as defined in Chapter 3 of Washington Department of Ecology Community Litter Cleanup Program Guidelines – Publication No. 000-07-042 dated: January 2011, reimbursement will not to exceed **$4,642.00** over the term of this Agreement. The City will attain prior approval from Corrections if reimbursement is sought for eligible CLCP activity is outside of guidelines set forth above.

VII. BILLING METHOD AND PROCESS

A. Payment is on a reimbursement basis and the City will invoice Corrections for their eligible CLCP expense on a monthly basis within fifteen days of month's end.

B. Each monthly billing invoice shall include a comprehensive accounting of the progress reporting data required to complete CLCP progress reports. To attain accurate reporting to WSDOE and avoid double-counting or under-counting of CLCP progress report data, the CLCP progress data reported by the City shall be for only the corresponding month from which reimbursement is sought and it will exclude the CLCP progress data from any other month. The CLCP progress data submitted by the City shall reconcile with the daily worksheets, payroll records and general ledger accounting kept for the corresponding month. All of the quantitative and qualitative CLCP progress data the City supplies to Corrections for progress reporting will conform to the terminology definitions and categories found on WSDOE's progress report form available for review or download at the following web link: http://www.ecy.wa.gov/biblio/ecy03053.html . Payment for the City's CLCP eligible expense will not be processed unless appropriate CLCP progress reporting accompanies the billing invoice.

C. Monthly billing invoices submitted by the City shall include sufficient backup documentation to verify the actual payroll expense for CLCP eligible activity, CLCP administration or, in the case of a non-salary/benefit expense, the general ledger accounting for the other CLCP eligible expense within the billing period and include an indication (via signature) that at least one City supervisory-level employee has reviewed the billing documentation for correctness. Any backup documentation supplied with billing invoices will be expected to reconcile to whatever CLCP progress report tracking system the City employs.

VIII. AGREEMENT ADMINISTRATION, COMMUNICATIONS AND RECORDS

A. The contract managers designated by the District Court Administrator and the City Administrator shall administer this Agreement. Contract managers shall monitor service levels and budget provisions of this Agreement. Each month, the Corrections and City contract managers shall review service levels, service delivery, and costs. During the term of this Agreement, the respective contract managers will communicate as needed via telephone, e-mail or in person to relay information, answer questions, or to raise concerns related to the CLCP goals and objectives.

B. The parties to this agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of either/both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine these materials during this period.

C. 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 or make available to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

IX. DISPUTE RESOLUTION

In the event of a dispute between Corrections and the City regarding CLCP activity or reimbursements under this Agreement, which cannot be resolved by their respective designated contract managers, the District Court Administrator and the Camas City Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Clark County Administrator. The decision of the County Administrator and the Camas City Administrator regarding the dispute shall be final as between the parties.

X. INDEPENDENT CONTRACTOR

The City is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and Corrections or between any of the City's or Corrections employees. The City shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by the City pursuant to this Agreement. Nothing in this Agreement shall make any employee of the City an employee of Corrections or any employee of Corrections an employee of the City for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

XI. HOLD HARMLESS/INDEMNIFICATION

A. CORRECTIONS RESPONSIBILITY. Corrections agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Corrections pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Corrections, the City retains the right to participate in said suit if any principal of public law is involved.

2. This indemnity and hold harmless shall include any claim made against the City by an employee of Corrections or subcontractor or agent of the Corrections, even if Corrections is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW except to the extent that such liability arises from the sole negligence of the City. Corrections specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Corrections shall provide the broadest scope of indemnity permitted by RCW 4.24.115.

B. CITY RESPONSIBILITY. The City agrees to indemnify, defend, save and hold harmless Corrections, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the conduct of the City pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, Corrections retains the right to participate in said suit if any principal of public law is involved.

2. This indemnity and hold harmless shall include any claim made against Corrections by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of Corrections. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City shall provide the broadest scope of indemnity permitted by RCW 4.24.115.

C. CONCURRENT NEGLIGENCE. Notwithstanding the foregoing, to the extent that liability arises from the concurrent negligence of both the City and Corrections, the costs, fees and expenses in connection therewith shall be shared between the City and Corrections in proportion to their relative degrees of negligence.

D. ATTORNEY FEES/COSTS. With regard to attorney's fees and costs, all parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

XII. ASSIGNMENT/SUBCONTRACTING

Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. Corrections shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

XIII. NO THIRD PARTY BENEFICIARY

Corrections does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than Corrections. Corrections and the City do not intend that there be any third-party beneficiary to this Agreement.

XIV. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CONTRACTUAL ISSUES

Mitch Lackey
Police Chief
City of Camas
2100 NE 3rd Avenue
Camas, WA 98607
Phone: 360.834.4151
Fax: 360.834.0505
e-mail: mlackey@ci.camas.wa.us

FISCAL ISSUES

Joan Durgin
Finance Director
City of Camas
616 NE 4th Avenue
Camas, WA 98607
Phone: 360.834.2462
Fax: 360.834.1535
e-mail: jdurgin@ci.camas.wa.us

To Corrections:

CONTRACTUAL ISSUES

Clark County District Court
Attention: Tim Podhora
P.O. BOX 9806
Vancouver, Washington 98666-8806
Phone: 360.397.6119 X 5643
Fax: 360.759.6876
e-mail: tim.podhora@clark.wa.gov

FISCAL ISSUES

Clark County District Court
Attention: Steffanie Haythornthwaite
P.O. BOX 9806
Vancouver, Washington 98666-8806
Phone: 360.397.6119 X 5645
Fax: 360.759.6879
e-mail: steffanie.haythornthwaite@clark.wa.gov

The name and address to which notices shall be directed may be changed by either Corrections or the City by giving the other party notice of such change as provided in this section.

XV. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

XVI. AMENDMENT

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

XVII. RATIFICATION

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

XVIII. DOCUMENT EXECUTION AND CHAPTER 39.34 RCW COMPLIANCE

Corrections and the City agree that there shall be two (2) signed originals of this Agreement procured and distributed for signature by the necessary officials of Corrections and the City. Upon execution, one executed original of this Agreement shall be retained by the Camas City Clerk and one shall be retained by the County. The Camas City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

XIX. SEVERABILITY

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

XX. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.