

INTERAGENCY AGREEMENT NO. WCC-13-17-009

BETWEEN
The State of Washington
Department of Ecology

AND
City of Redmond

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "Ecology", and City of Redmond hereinafter referred to as the "Sponsor."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete natural resource projects in King County, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/7/2013 and be completed on 9/21/2014, unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to Sponsor on the dates set forth on the calendar in Attachment "B" attached hereto and incorporated herein.

PAYMENT

The parties have determined that the cost of accomplishing the work herein will not exceed \$78,800. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

	Provided by Ecology	Reimbursed to Ecology by Sponsor
Line 1:	20 Weeks Cost-Share Crew (\$3,000/Weekly)	\$60,000
Line 2:	4 Weeks Spike Time (\$3,500/Weekly)	\$14,000
Line 3:	4 Weeks Subsistence (\$1,200/Weekly)	\$4,800
Line 4:		
	Total SPONSOR COST	\$78,800 ✓
		<i>Above cost Not to be Exceeded</i>

The costs reimbursed to Ecology by Sponsor are a cost-share rate. Ecology will provide the remainder of the funding for the projected total costs:

- \$195,000 dollars annually per WCC Crew consisting of 5 WCC Members and 1 WCC Supervisor
- \$22,500 dollars annually per WCC Individual Placement

The obligation of the Sponsor to provide reimbursements beyond the end fiscal year 2013 is contingent upon appropriation of funds by the Sponsor's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the Sponsor may terminate this Agreement.

BILLING PROCEDURE

Ecology shall submit invoices with a state invoice voucher (A19-1A) monthly to the Sponsor's designated contact person listed under the "Contract Management" section. Payment to Ecology for approved and completed work will be made by warrant or account transfer by Sponsor within 30 days of receipt of the invoice. Upon expiration of the Agreement, 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.

RECORDS MAINTENANCE

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 service(s) described herein. These records shall be subject to inspection, review or audit by personnel of 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 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 or make available this material 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.

This Agreement and all public records associated with this Agreement shall be available from the Sponsor for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of Ecology are needed for the Sponsor to respond to a request under the Act, as determined by the Sponsor, Ecology agrees to make them promptly available to the Sponsor. If Ecology considers any portion of any record provided to the Sponsor under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Ecology shall clearly identify any specific information that it claims to be confidential or proprietary. If the Sponsor receives a request under the Act to inspect or copy the information so identified by Ecology and the Sponsor determines that release of the information is required by the Act or otherwise appropriate, the Sponsor's sole obligations shall be to notify Ecology (a) of the request and (b) of the date that such information will be released to the requester unless Ecology obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Ecology fails to timely obtain a court order enjoining disclosure, the Sponsor will release the requested information on the date specified.

The Sponsor has, and by this section assumes, no obligation on behalf of Ecology to claim any exemption from disclosure under the Act. The Sponsor shall not be liable to Ecology for releasing records not clearly identified by Ecology as confidential or proprietary. The Sponsor shall not be liable to Ecology for any records that the Sponsor releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by Ecology. 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 copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of 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.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so 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.

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 these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

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 review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under 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.

In the event of 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:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

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 unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract/Program Manager for Ecology is:

Bridget Mason
PO Box 47600
Olympia, WA 98504
360-407-6516
bridget.mason@ecy.wa.gov

The Contract/Program Manager for Sponsor is:

Tom Hardy
PO BOX 97010
Redmond WA 98073
425-556-2762
TWHARDY@redmond.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of Ecology

City of Redmond

Gordon White by M. Belmer 8/7/13
Signature Date

Gordon White, SEA Program Manager

Printed Name, Title

Jane Christensen 9/10/13
Signature Date

JANE CHRISTENSEN
Deputy City Administrator

Printed Name, Title

STATEMENT OF WORK
ATTACHMENT A

Work summary:

Restoration Activities: Under direction of Sponsor organization, crew(s) will perform restoration, in-stream, and habitat maintenance projects. Specific tasks include invasive control, native species installation, and fence work.

Ecology shall:

- Provide WCC members for the number of weeks specified in this agreement. Full-time crews and Individual Placements are available for a maximum of 41 weeks during the Federal AmeriCorps program service year, within which members will be allowed to work up to 1,840 hours total hours (includes training, meetings, and other professional development).
- Hire members to begin work no sooner than October 7, 2013 and no later than October 28, 2013 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 900 hour, half-term AmeriCorps Education Award beginning April 1, 2014. Any further member hiring for the remainder of the program year is at the discretion of Ecology and based on availability.
- In the event of a disaster response deployment, the WCC Program will make every effort to fulfill sponsor program needs, including sending additional members, whenever possible. Invoices will include all activities during the program year including training, community service events, and other activities required by WCC, excluding Emergency Response, if needed.
- Provide training and development specified in Attachment "B": eight (8) days of formal WCC member training, a two (2) day Orientation Training, and three (3) days dedicated to MLK Community Service. A four-day spike will be scheduled on dates to be determined in coordination with the Sponsor. These dates, along with up to three (3) additional days reserved for meetings, trainings or other events, are dates in which WCC members and supervisors are unavailable to perform project work.
- Provide a 4-day Assistant Supervisor training.
- For crew (s), Ecology agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Cost-share rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

Sponsor shall:

- Obtain applicable permits as set by local, state, tribal or federal laws and regulations.
- Provide site orientation for WCC members, specific on-the job task training, and any materials beyond basic hand tools to complete tasks assigned under this Agreement.
- Help to promote the AmeriCorps and WCC brand name, logo, slogans and phrases. The WCC will provide camera-ready logo upon request. AmeriCorps is a registered service mark of the Corporation for National and Community Service.
- For a Sponsor hosting Individual Placement positions, Sponsor agrees to provide a work station, email, transportation to and from WCC events (or private mileage reimbursement for personal vehicle use), and day-to-day direction of work activities.
- For a Sponsor hosting WCC Crew(s), Sponsor agrees to provide a secure site to store tools and park crew vehicles as well as desk and internet access for the crew supervisor. Vehicle is not to be used for heavy hauling. The primary use of the crew vehicle is for transportation of crew, tools, and safety equipment.

Special Terms and Conditions:

- The assignment of corpsmembers shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of nonovertime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce the working hours of any employee for the purpose of using a corpsmember with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use corpsmembers to carry out essential agency work or contractual functions without displacing current employees.
- All state holidays will be non-working days for WCC members. In addition, there is a shutdown week (4 days) scheduled in December and up to 3 planning days set aside that are non-working days for members. These days are to be used by staff for planning purposes.
- The WCC standard 40-hour workweek is Monday through Thursday from 7:00am to 5:30pm. An alternate work schedule may be arranged with prior approval from the WCC.

Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in
 - V. section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - VI. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

WCC CALENDAR ATTACHMENT B

OCTOBER							NOVEMBER							DECEMBER							JANUARY						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
30	1	2	3	4	5	6					1	2	3							1			1	2	3	4	5
7	8	9	★10	(11)	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	★10	11	12
14	15	16	17	18	19	20	★11	12	13	14	15	16	17	9	★10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	★25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	★24	25	26
28	★29	30	31				★25	26	★27	28	29	30	23	24	★25	26	27	28	29	27	28	29	30	31			
													30	31													

Note: MLK Holiday observed on Thursday.

FEBRUARY							MARCH							APRIL							MAY						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
					1	2					1	2		1	2	3	4	5	6				1	2	3	4	
3	4	5	6	7	8	9	3	4	5	6	7	8	9	7	8	9	★10	11	12	13	5	6	7	8	★9	10	11
★10	11	(12)	13	14	15	16	★10	11	(12)	13	14	15	16	14	15	16	17	18	19	20	12	(13)	14	15	16	17	18
17	18	19	20	21	22	23	17	18	19	20	21	22	23	21	22	23	24	★25	26	27	19	20	21	22	23	24	25
24	★25	★26	27	28			24	★25	26	27	28	29	30	★26	29	30				★26	27	(28)	29	30	31		
							31																				

JUNE							JULY							AUGUST							SEPTEMBER						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
						1		1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
2	3	4	5	6	7	8	7	8	9	★10	11	12	13	4	5	6	7	8	9	10	8	9	★10	11	12	13	14
9	★10	11	12	13	14	15	14	15	16	17	18	19	20	★11	12	(13)	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	21	22	23	24	★25	26	27	18	19	20	21	22	23	24	22	23	24	★25	26	27	28
23	24	★25	★26	27	28	29	28	★29	30	31				★25	26	(27)	28	29	30	31	29	30					
30																											

Start Date

AmeriCorps Launch

Orientation (2 days, by region)

Holiday (observed)-Day Off

WCC Planning Meetings (Members Off)

Scheduled Week Off

Assistant Supervisor Training

MLK Service (unavailable to sponsor)

Elective Training--Week 1

Supervisor Refresher Training

Elective Training--Week 2

TBD Cost-share member spike (4 days)

Debrief (1 day/region)

End Date

Spike Crew End Date

Member PDPs Due

Timesheets Due

Payday

The specified end date shown (09/18/2014) may be extended to 09/21/2014 if the mutually agreed upon work schedule extends through Sunday.