

AM NO. 10-189 (C3)

MEMO TO: City Council

FROM: John Machione, Mayor

DATE: September 21, 2010

SUBJECT: APPROVAL OF AGREEMENTS FOR RESTORATION SITE MAINTENANCE WITH WASHINGTON CONSERVATION CORPS

I. RECOMMENDED ACTION:

Approve two Agreements with the Washington Conservation Corps for restoration site maintenance services, in an amount not to exceed \$105,300, and authorize the Mayor to sign the agreements.

II. DEPARTMENT CONTACT PERSONS:

Bill Campbell, Director of Public Works	425-556-2733
Ron Grant, Assistant Public Works Director/City Engineer	425-556-2742
Tom Hardy, Stream and Habitat Planner	425-556-2762

III. DESCRIPTION:

Background

The purpose of these agreements is to contract with the Washington Department of Ecology Conservation Corps (WCC) to maintain restoration sites around the City. Maintenance is a follow-up activity that is crucial to the success of restoration and mitigation capital improvement projects, see Attachment A for a map of currently maintained sites. Maintenance is typically required by permit approvals for the first five years after project completion. The value of site maintenance goes far beyond permit compliance in that it protects and improves the public investment in these habitat enhancements, promoting healthy and attractive restoration areas. Maintenance of restoration sites involves control of invasive weeds, litter patrol, replacement planting, and other activities important to overall project success. This regular site maintenance enhances already completed projects, building on the initial investment, as well as improving the aesthetics of sites.

The Washington Department of Ecology's WCC program crews accomplish a variety of natural resource-related activities for local jurisdictions and non-profit organizations, and are awarded to jurisdictions via competitive application. WCC staff are typically interning college-age students learning restoration techniques and gaining job skills. A crew consists of six staff that works a 40-hour work week.

The City of Redmond has utilized full- or part-time WCC crews since 2004, including a full-time, subsidized crew for 2009-10. Having the full-time crew during 2009-10, allowed us to catch-up on maintenance needs and improve on the over-all health and aesthetics of restoration projects. For the upcoming 2010-11 season, cuts in the Federal AmeriCorps program (which subsidizes WCC) dictates reduced staffing to contain costs. WCC availability for Redmond will be a six-month crew for \$87,500 (work distributed throughout the 2010-11 season), and a travel ("spike") crew for \$17,800 (four weeks of specialized work). The travel crew includes Corps members that have additional experience with unique projects. Using the six-month crew and the travel crew during 2010-11 will allow the City to continue the progress that has been made on project maintenance during 2009-10. The contracts are shown in Attachments B and C.

The work consists primarily of removing invasive plants from City of Redmond CIP project sites totaling about 35 acres distributed around the city. Replacement plantings also occupies a significant portion of the crew's time. In addition, the crew provides assistance with volunteer events, native plant replacement, habitat assessment, and site monitoring. The level of maintenance for each location on the site restoration map varies widely. Older more established sites may only require a brief check for weeds every year or two, while recently planted sites are worked intensively two or three times per year. The most recent Habitat Enhancement Project (HEP 4) along the Sammamish River, for example, takes two to three weeks of the crew's time during the year.

IV. IMPACT:

A. Service Delivery: These agreements will provide adequate funding for vital maintenance activities on completed restoration projects within the City, protecting and enhancing the substantial initial investment in these projects.

B. Fiscal: Costs to utilize a six-person crew for 30 weeks are shown below.

<u>Estimated Project Costs</u>	
Washington Conservation Corps 6-month Crew	\$ 87,500
Washington Conservation Corps Travel Crew	<u>17,800</u>
TOTAL	\$105,300
 <u>Project Funding</u>	
Stormwater Operations	\$105,300

V. ALTERNATIVES:

City Council could choose not to approve the agreements; however, this action would curtail important site maintenance activities.

VI. TIME CONSTRAINTS:

Agreement Approval	October 2010
Work Begins	November 2010

VII. LIST OF ATTACHMENTS:

- A. Restoration Site Map
- B. Contract with Washington Conservation Corps Six-month Crew
- C. Contract with Washington Conservation Corps Travel/Spike Crew

_____ /s/	<u>9/8/2010</u>
William J. Campbell, Director of Public Works	Date

Approved for Council Agenda	_____ /s/	<u>9/9/2010</u>
	John Marchione, Mayor	Date



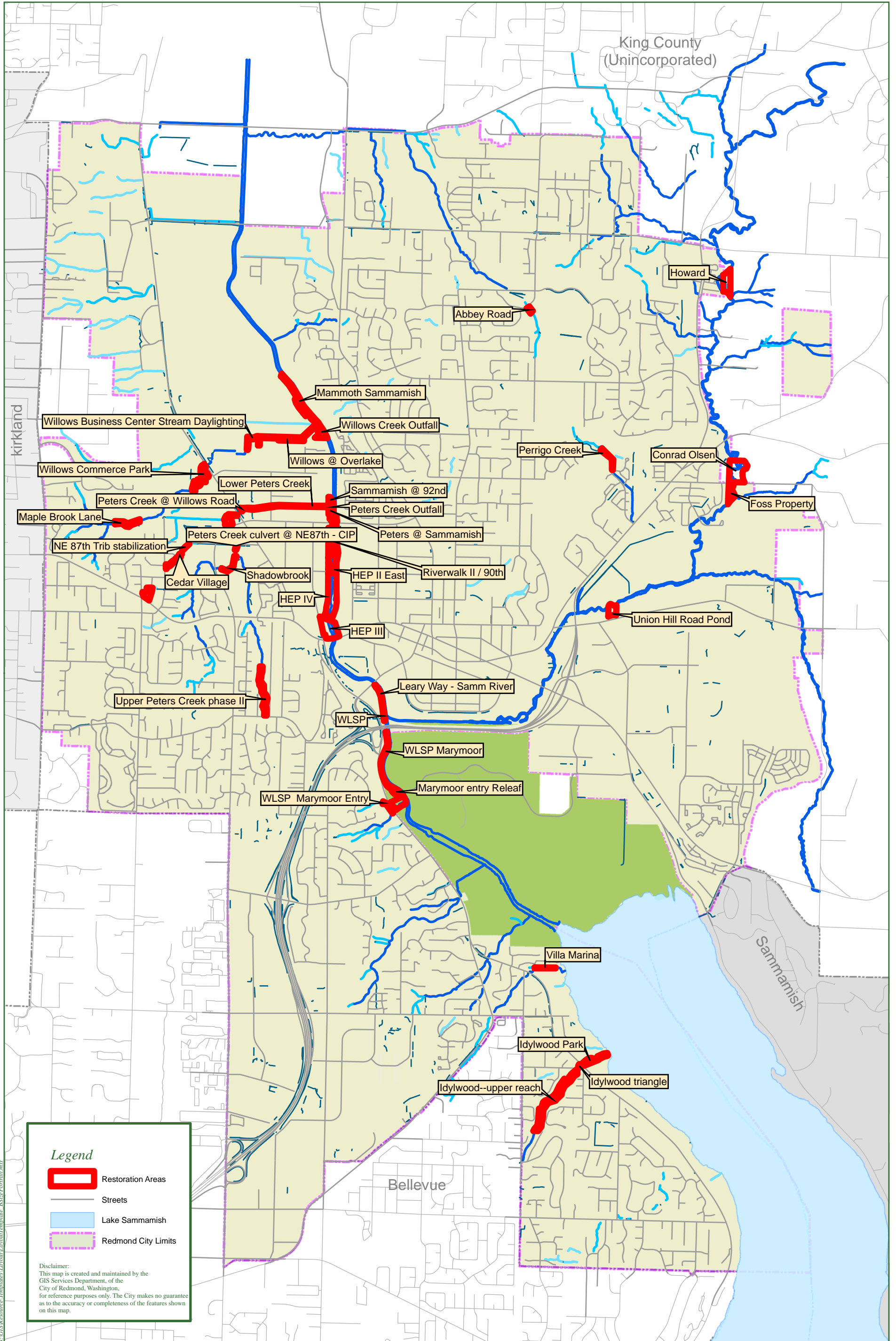
City of Redmond Stream Restoration Sites

City of Redmond, Washington

09/11/09

ATTACHMENT A

0 0.5 1 Miles



Legend

- Restoration Areas
- Streets
- Lake Sammamish
- Redmond City Limits

Disclaimer:
This map is created and maintained by the GIS Services Department, of the City of Redmond, Washington, for reference purposes only. The City makes no guarantee as to the accuracy or completeness of the features shown on this map.

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IN CONSIDERATION OF THE GENERAL TERMS AND CONDITIONS OF THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- I. All rights and obligations of the parties to this contract shall be subject to and governed by those General Terms and Conditions contained in the text of this contract instrument and Section XVII. "SPECIAL TERMS AND CONDITIONS."
- II. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Federal & State Statutes & Regulations, (b) Special Terms and Conditions, and (c) General Terms and Conditions.
111. This contract and its appendices, if any, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.
- IV. This contract shall be subject to the written approval of the authorized representative of the DEPARTMENT and shall not be binding until so approved. Only the authorized representative by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized representative.

V. AUTHORITY AND PURPOSE:

A. Authority

The Legislature enacted Chapter 43.220 RCW which created the Washington Conservation Corps, hereinafter referred to as the "WCC," and named the DEPARTMENT as one of six state agencies having implementation authority.

B. Purpose

The purpose of this contract is to establish a formal understanding between the DEPARTMENT and the SPONSOR to accomplish the project described in Section 7. "SCOPE OF WORK."

This contract is designed to specify the kinds and amounts of goods and services to be used and/or exchanged by the DEPARTMENT and the SPONSOR to their mutual benefit through a WCC project.

The SPONSOR acknowledges that participation in the WCC program 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, nor in the impairment of existing contracts for services.

VI. DEFINITIONS:

- A. "SPONSOR Contact" shall mean the person who serves as the SPONSOR's lead on the project and shall cooperate with all parties concerned to promote successful completion of the project described in Section 7. 'SCOPE OF WORK.'
- B. "SPONSOR Work Director" shall mean the person who specifies work to be performed onsite; outlines, describes, and delegates work to be accomplished; supplies necessary orientation and training for use of special equipment and procedures; and is responsible for directing WCC crew supervisor(s) regarding specific project tasks as described in Section 7. "SCOPE OF WORK."
- C. "DEPARTMENT Project Leader" shall mean the person who is responsible for developing and facilitating the project and shall serve as liaison between the DEPARTMENT and SPONSOR. PROJECT LEADER assumes ultimate responsibility to ensure adequate coordination of the project.
- D. "Corps Member" shall mean an individual enrolled in the WCC program. Corps members shall not be considered regular state employees. Provisions of law relating to civil service, hours of work, rate of compensation, sick leave, unemployment compensation, state retirement plans, and vacation leave do not apply to the Corps members. However, medical aid and state industrial insurance will be provided by the DEPARTMENT for each Corps member.
- E. "Crew Supervisor" shall mean the person who is responsible for matters relating to personnel administration and overall project direction. He/she supervises Corps members (generally four or more) regarding work to be accomplished and is responsible for individual crew safety, daily crew supervision and discipline, completes Corps member training plans, and provides a written evaluation of each Corps member's job performance and skills acquired after two months and at termination of employment.

VII. SCOPE OF WORK:

Both parties agree to complete in a satisfactory and proper manner the services described under the Section 7. "SCOPE OF WORK" of this contract, and to provide materials and supplies necessary to ensure satisfactory completion of the project, including any special equipment required by special work conditions, and to procure any necessary permits such as right of entry. The DEPARTMENT agrees to provide Corps members who will be used to complete said work. All equipment provided by either the DEPARTMENT or the SPONSOR shall be returned to the provider within fifteen (15) days after termination of this contract, unless otherwise specified in Section XVII. "SPECIAL TERMS AND CONDITIONS."

VIII. PERFORMANCE:

- A. Time for Performance: Any work performed prior to the effective date of this SPONSOR CONTRACT, or continuing after the completion date of same, unless otherwise agreed upon in writing herein, will be in violation of this contract and will be at the SPONSOR's expense.
- B. Compliance With All Laws: The SPONSOR agrees to observe all federal and state laws, regulations, and policies affecting performance under this contract.
- C. Release of Information or Materials: The SPONSOR will not release any information or materials developed pursuant to this contract without prior written authority from the DEPARTMENT.
- D. Final Report Evaluation: Within 15 days after termination of this contract, the SPONSOR shall provide the DEPARTMENT with a written evaluation of the project. At a minimum, the following shall be evaluated:
 - 1. Benefit to Corps members
 - 2. Environmental benefits
 - 3. Department cooperation/coordination
 - 4. Whether the overall goals and objectives of the project were obtained
 - 5. Suggestions for program improvement
 - 6. Revised estimates of alternate supplier cost and SPONSOR cost/donation

IX. TERMINATION OF CONTRACT:

- A. Termination by SPONSOR for Cause: If the DEPARTMENT fails to fulfill in a timely and proper manner its obligations under this contract, or if DEPARTMENT shall violate any of the covenants, agreements, assurances, or stipulations of the contract, SPONSOR shall have the right to terminate this contract by giving written notice specifying the effective termination date to the DEPARTMENT at least seven (7) days before such date.
- B. Termination by DEPARTMENT for Cause: If SPONSOR fails to fulfill in a timely and proper manner its obligations under this contract, or if SPONSOR shall violate any of the covenants, agreements, assurances, or stipulations of the contract, DEPARTMENT shall have the right to terminate this contract by giving written notice specifying the effective termination date to the SPONSOR at least seven (7) days before such date.
- C. Termination by DEPARTMENT for Convenience: The DEPARTMENT may terminate this contract by giving written notice to SPONSOR of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described above shall be delivered to DEPARTMENT for its review. After the review at the option of DEPARTMENT such documents or material or portions thereof shall become its property.
- D. Insufficient Funding: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the after the effective date of this contract and prior to normal completion, the DEPARTMENT may terminate the contract under Section IX.C. "Termination by DEPARTMENT for Convenience" clause, subject to renegotiation under those new funding limitations and conditions.

X. LIABILITY:

- A. When direct supervision is provided by the DEPARTMENT employed crew supervisor, the DEPARTMENT agrees that WCC members working under this contract are agents of the DEPARTMENT, and therefore the DEPARTMENT shall be liable for personal injury or property damage caused by WCC Corps member negligence.
- B. When direct supervision is provided by the SPONSOR, the SPONSOR agrees that WCC Corps members working under this contract are agents of the SPONSOR, and therefore the SPONSOR shall be liable for personal injury or property damage caused by WCC Corps member negligence.
- C. To the extent that the Constitution and laws of the State of Washington permit, all parties to this contract shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. None of the parties assume any responsibility to the other parties for the consequences of any act or omission of any person, firm, or corporation not a party to this contract.

XI. NON-DISCRIMINATION:

The DEPARTMENT and the SPONSOR agree to be bound by all federal and state laws, regulations, and policies against discrimination and agree not to discriminate in employment, either directly or indirectly, because of a person's age, sex, sexual orientation, marital status, creed, color, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

XII. DISPUTES:

Except as otherwise provided in this contract, when a bona fide dispute arises between the DEPARTMENT and the SPONSOR and it cannot be resolved, either party may request a dispute resolution with the DEPARTMENT. The parties agree that this dispute resolution process shall precede any action in a judicial tribunal. Either party's request for a dispute resolution must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the parties;
- D. state the SPONSOR's name, address, and WCC Agreement number;
- E. be mailed to the DEPARTMENT within thirty (30) days after the party could reasonably be expected to have knowledge of the issue(s) which are now in dispute.

XIII. INVOICE VOUCHERS:

Reimbursable expenditures under the terms and conditions of this contract shall in no event exceed the amount set forth herein. The SPONSOR shall reimburse the DEPARTMENT for services performed when submitted on a properly itemized voucher (Form A-19) in accordance with Section 9. "MAXIMUM BUDGET" Reimbursement shall be made by the SPONSOR within thirty (30) days of receipt of said voucher.

XIV. AMENDMENTS:

Changes in the scope of this contract which cause an increase or decrease in the cost of, or the time required for the performance of any part of the scope of work under this contract, shall be accomplished by written amendment and executed by both parties prior to implementation.

XV. SUBCONTRACTS:

The SPONSOR shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the DEPARTMENT'S PROJECT LEADER.

XVI. RECORDS RETENTION:

Both parties shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the SPONSOR CONTRACT. These records shall be subject at all reasonable times to inspection, review, or audit by duly authorized personnel for six years after the contract end date.

XVII. SPECIAL TERMS AND CONDITIONS:

Special terms and conditions of this contract contained in the box below are not made a part of this contract (requires initials).

/_____
Department Sponsor

XVII. ENTIRE CONTRACT:

This document contains the entire and integrated contract between the parties, and no statement, promise, inducement or agreement made by the DEPARTMENT or its agents or employees that is not contained in this written contract shall be valid or binding. No alteration, addition, or modification of any of the terms or conditions of this contract shall be effective if not in writing and signed by the authorized representatives of the SPONSOR and the DEPARTMENT.

SIGNATURES:
SPONSOR

BY: _____

TITLE: _____

DATE: _____

DEPARTMENT

BY: _____

TITLE: SEA Program Director

DATE: _____
Pre-Approved as to form by the Assistant Attorney General

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SIGNATURES:
SPONSOR

BY: _____

TITLE: _____

DATE: _____

DEPARTMENT

BY: _____

TITLE: WCC Section Supervisor

DATE: _____
Pre-Approved as to form by the Assistant Attorney General

Special Terms and Conditions
AmeriCorps 2010/2011
12 Month Full-Cost Crew

1. A fee of \$175,000 is contracted for WCC crew of 5 corpsmembers and 1 Crew Supervisor for 12 months, including a truck, a basic set of hand tools, and training. This amount is not based on actual crew days worked or number of corpsmembers on the crew.
2. Corpsmember AmeriCorps program year consists of October 4, 2010 through September 22, 2011 within which they will be allowed to work up to 1820 hours. All members will graduate at that time.
3. Corpsmembers will be hired and working no sooner than October 4, 2010 and no later than November 1, 2010 to attain a full AmeriCorps scholarship.
4. Corpsmember vacancies can be filled with a 900 hour, half AmeriCorps scholarship from March 1-31, 2011. There will be no further corpsmember hiring for the rest of the program year.
5. All state holidays will be non-working days with no make up hours allowed. See attached calendar.
6. There will be 2 weeks of formal WCC corpsmember training, dates listed in attachment.
7. There will be a 2 day New Member Orientation, dates listed in attachment by region.
8. There will be one week of MLK Community Service in January 2010.
9. ***Crews will be required to attend community service events, cross training opportunities including spikes, National Day of Service events, any appropriate administrative meetings, and Emergency Response activities at minimal notice, as needed.***
10. Billings will include all crew activities during the program year including training, community service events, and other activities required by WCC, excluding Emergency Response if needed.
11. Sponsor agrees to provide a secure site to store tools and park WCC/State vehicle as well as a desk and internet access for the Crew Supervisor. WCC vehicle is not to be used for heavy hauling. The primary use of vehicle is for transportation of crew, tools, and safety equipment.
12. 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.