



# City of Spokane

## Minor Contract Summary

OPR # DPR2015-0843  
 Cross Ref \_\_\_\_\_  
 Destruct Date 2021  
 Clerk's Dist. 02/23/15 SS

**Incomplete submissions will be returned to the Department until all requirements are met.**  
 (Summary to be printed on blue paper)

Department Name Neighborhood Service & Code Enforcement  
 Department Project # \_\_\_\_\_

New Contract   
 CR # \_\_\_\_\_  
 Date: \_\_\_\_\_

**Contractor/Consultant**

Name: Spokane Conservation District  
 Address: 210 N. Havana Street  
 City, State, Zip: Spokane, WA 99202

Remittance Address:  
 City, State, Zip

**RECEIVED**  
 SEP 15 2015  
 CITY CLERK'S OFFICE

**Summary of Services**

The District will distribute and care for trees for the City's Neighborhood Services & Code Enforcement Department.

Amount: No cost

Budget Code:

Maximum Amount

Beginning Date: September 25, 2015 Expiration Date: October 24, 2015

Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (as per contract)
- City Business License
- If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Alicia Powell

Funds are available in the appropriate budget account

Accountant	<u>[Signature]</u>	Date <u>9/11/15</u>
Department Head	<u>[Signature]</u>	Date <u>9/8/15</u>
Other	Signature _____	Date _____
Other	Signature _____	Date _____

**Distribution List**

Contractor E-mail: <u>garth-davis@sccd.org; cori-turntine@sccd.org</u>	Contract Accounting: <u>jsalstrom@spokanecity.org</u>
Dept. Contact E-mail: <u>apowell@spokanecity.org</u>	Taxes and Licenses
<u>htrautman@spokanecity.org</u>	

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT authorized by RCW 39.34 is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE CONSERVATION DISTRICT, whose address is 210 North Havana Street, Spokane, Washington 99202, as "DISTRICT".

WHEREAS, RCW 39.34 authorizes conservation of financial obligations and authorized efforts between Governmental Agencies in the State of Washington; and

WHEREAS, the City of Spokane and the Spokane Conservation District (DISTRICT) desire to combine their efforts to better utilize resources and enter into this Agreement to memorialize this synergy. -- Now Therefore,

The parties agree as follows:

1. DESCRIPTION OF WORK. The DISTRICT shall provide the following services for the City:

**DISTRIBUTION AND CARE OF TREES FOR THE CITY'S NEIGHBORHOOD SERVICES & CODE ENFORCEMENT DEPARTMENT**

2. CONTRACT TERM. The Agreement shall begin upon delivery of the trees to the DISTRICT and end on October 24, 2015, or whenever trees are completely distributed, unless terminated earlier. Any remaining trees after October 24, 2015, shall be given over to the City of Spokane Urban Forestry Department.

3. COMPENSATION. The DISTRICT shall distribute the trees at NO COST to the City, for the services provided under this Agreement.

4. PAYMENT. The DISTRICT shall submit applications for payment to Neighborhood Services & Code Enforcement, 6<sup>th</sup> Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the DISTRICT's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the DISTRICT and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TERMINATION. Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the DISTRICT for all work previously authorized and performed prior to the termination date.

6. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the DISTRICT shall be safeguarded by the DISTRICT. The DISTRICT shall make such data, documents and files available to the City upon the City's request. If the City's use of the DISTRICT's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

7. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this Agreement.

9. INDEMNIFICATION. The DISTRICT shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the DISTRICT's performance of this Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees.

**The DISTRICT waives its immunity under Industrial Insurance, Title 51 RCW, to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

10. INSURANCE. During the term of the Agreement, the DISTRICT shall maintain in force at its own expense, the following types and amounts of insurance:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,500,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the DISTRICT's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the DISTRICT or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the DISTRICT shall furnish an acceptable insurance certificate to the City at

the time the DISTRICT returns the signed Agreement.

11. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The DISTRICT agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the DISTRICT.

12. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The DISTRICT shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the DISTRICT does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

13. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

14. AUDIT / RECORDS. The DISTRICT and its sub-companies shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The DISTRICT and its sub-companies shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

15. MISCELLANEOUS PROVISIONS.

A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.

B. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

- C. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.
- 16. RCW 39.34 REQUIRED CLAUSES.
  - A. Purpose: See Section No. 1 of the Agreement.
  - B. Duration: See Section No. 2 of the Agreement.
  - C. Separate Legal Entity: It is the intent of the parties that this Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
  - D. Responsibilities of the parties: See above provisions of the Agreement.
  - E. Agreement to be Filed: The City shall file this Agreement with its City Clerk. The DISTRICT shall file this Agreement according to their practices involving RCW 39.34 authorized Interlocal Agreements.
  - F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
  - G. Termination: See Section No. 5 of the Agreement.
  - H. Disposal of Property Upon Termination: All property acquired during the term of this Agreement will remain the property of the entity whom was responsible for payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

Dated: 9/10/15

CITY OF SPOKANE

By: 

Title: 

Attest:

Approved as to form:

*Levi Hjorts*  
City Clerk

*John Whaley*  
Assistant City Attorney



Dated: 8/27/15

SPOKANE CONSERVATION DISTRICT

Email Address, if available: \_\_\_\_\_

*vicki-carter@sccd.org*

By: *Vicki C. Carter*

Title: *Director*

15-606b