

**Agenda Sheet for City Council Meeting of:**

06/24/2019

Date Rec'd	6/11/2019
Clerk's File #	OPR 2017-0319
Renews #	

Submitting Dept	NEIGHBORHOOD & BUSINESS	Cross Ref #	
Contact Name/Phone	CARLY 6263	Project #	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20587
Agenda Item Name	0450- INTER-LOCAL AGREEMENT WITH SPOKANE RIVER GORGE		

Agenda Wording

Inter-local agreement with Spokane Conservation District for the Spokane River Gorge Restoration Project which is a three Phase project. The agreement will ensure water during spring and summer 2019.

Summary (Background)

The project started in Fall of 2015 with planting followed by phase 2 in spring 2016 and phase 3 in spring 2017. The agreement ensures adequate water to new plants for establishment for spring and summer 2019 for an increase of \$12,000 to the previous contract amounts.

Fiscal Impact	Grant related? YES	Budget Account
	Public Works? NO	

Expense	\$ 12,000.00	# 4250-98817-94350-56501-86016
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	CORTRIGHT, CARLY	Study Session	Urban Experience
Division Director	CORTRIGHT, CARLY	Other	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	ccortright@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	dnorman@spokanecity.org	
Additional Approvals		korlob@spokanecity.org	
Purchasing		elester@spokanecity.org	
GRANTS &	STOPHER, SALLY		

APPROVED BY
SPOKANE CITY COUNCIL:
6/24/2019
[Signature]
CITY CLERK



City of Spokane
INTERLOCAL AGREEMENT
Spokane River Gorge Restoration Phase 2 and 3

This INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and the SPOKANE CONSERVATION DISTRICT, whose address is 210 North Havana Street, Spokane, Washington 99201, as "DISTRICT". Hereafter referenced together as the "parties", and individually a "party".

WHEREAS, DISTRICT would like to enter into an Interlocal Agreement authorized by RCW 39.34's Interlocal Cooperation Act with the City to provide water irrigation service to newly planted vegetation as part of the Spokane River Gorge Restoration – Phase 2 and 3 project; and

WHEREAS, DISTRICT will provide a written irrigation plan to ensure adequate water to new plantings to assist with their establishment during the period between April 22, and October 31, 2017. Now, therefore,

The parties agree to the following:

1. **PURPOSE.** The purpose of this Agreement is to set forth the parties' understanding of the terms and conditions under which the DISTRICT will provide a watering service to the City to assist with plant establishment for the aforementioned time period and project.
2. **PERFORMANCE.** The DISTRICT shall perform work in accordance with the DISTRICT's attached irrigation plan containing pertinent details to accomplish the irrigation of recently planted plants as part of the Spokane River Gorge Restoration – Phase 1 project. The plan shall also include irrigation of new plants to be planted April 22, 2017, as part of Phase 2; and to include approximately 1,500 new plantings scheduled for planting in the fall of 2017, exact locations and planting date to be determined. The plan will include equipment and labor being proposed, method of application to plants, and frequency of site visits to adequately deliver the water to the plantings. The DISTRICT shall work in conjunction with Geiger Corrections, who will be assigned a portion of the watering duties. See attached map for identified locations of responsibility.

Start of work shall be April 22, 2017, to coincide with a planned community volunteer planting event. The water application frequency and quantity shall be adjusted as deemed appropriate by both parties, due to weather conditions. Watering for outlying years 2018 and 2019 shall be under separate agreements.

3. **TERM.** The term of this Agreement shall begin upon signatures by both parties and will remain in effect for a reasonable time to carry out the arranged services for this Project, until further terminated in writing by either party, or completion of all Project requirements.

4. **COMPENSATION.** The City shall pay an hourly and mileage rate amount as noted below for watering services provided by the DISTRICT to successfully apply approved water quantities to each designated planting. It is estimated that four, eight hour site visits will be required to complete application of water to each plant once per week. This frequency may be increased or decreased depending on the weather conditions, and as agreed to by the City. Total cost shall not exceed THIRTY ONE THOUSAND AND NO/100 DOLLARS (\$31,000.00) as full compensation for the services provided under this Agreement, to include application and acquisition of city permits, meter valve and watering equipment, as required. This is the maximum amount to be paid under this Agreement for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of CITY in the form of an executed amendment to this Agreement. Payment shall be as follows:

- \$19.50/hour per on-site laborer, to include office overhead
- \$45.00/hour for project supervision, to include office overhead. Supervision estimated at 2 hours per week.
- In addition a rate of \$0.535/mile shall be paid for the water delivery equipment used on site.

5. **PAYMENT.** The DISTRICT shall submit monthly applications for payment to the CITY. Payment will be made within thirty (30) days after receipt of the DISTRICT's application except as provided by state law. If 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.

6. **MAINTENANCE OF STANDING STRUCTURE.** Upon completion of this contract's time, the City will assume responsibility for maintenance of Premises, until and unless a contract modification or alternative party agrees to undertake this maintenance obligation. The DISTRICT will not be financially responsible for the maintenance of the Premises. Upon transfer or assignment of this maintenance obligation, a formal document memorializing this new arrangement shall be signed and filed with the City Clerk's Office, and placed in the files in connection with this Interlocal Agreement, and the Project. Original documents, drawings, designs, reports, or any other records developed or created for this Project shall belong to and become the property of the City.

7. **RELATIONSHIP OF THE PARTIES:** The parties intend that no employee - employer relationship is created by this Agreement and that only an independent contractor relationship is established. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the DISTRICT for any purpose. Likewise, no agent, employee, servant or representative of the DISTRICT shall be deemed to be an employee, agent, servant or representative of the City for any purpose.

8. **LIABILITY.** Each party shall defend, indemnify and hold harmless the other party, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the indemnifying party's performance of this Agreement, except to the extent of those claims arising from the negligence of the non-indemnifying party, its officers and employees.

9. **INSURANCE.** During the term of the Agreement, the City shall maintain in force at its own expense, each insurance noted below:

- 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 and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- 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 DISTRICT, its officers and employees are additional insureds but only with respect to the City'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 and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two (2) years after the Agreement is completed.

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 City or its insurer(s) to the DISTRICT.

10. **NOTICES.** All notices or other communications given under this Agreement shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to parties at the address set forth below, or at such other address as the parties shall from time-to-time designate by notice in writing to the other parties:

CITY: Mayor or designee
City of Spokane
Second Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

DISTRICT: Administrator
210 North Havana Street,
Spokane, Washington 99201

11. **ANTI-KICKBACK.** No officer or employee of the City or DISTRICT, 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 the Agreement.
12. **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. DISTRICT and the City agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.
13. **COMPLIANCE WITH LAWS.** The parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms and subject matter of this Agreement.
14. **VENUE STIPULATION.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
15. **GRANT REQUIREMENTS.** The parties shall both comply with all applicable requirements of the DEPARTMENT OF ECOLOGY Grant for this Project.
16. **MISCELLANEOUS.**
- A. **NON-WAIVER:** No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **ENTIRE AGREEMENT:** This Agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to

this Agreement shall be valid or binding upon the parties unless the change or addition is in writing, executed by the parties.

- C. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
 - D. **HEADINGS:** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
 - E. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
 - F. **SEVERABILITY:** If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
 - G. **ASSIGNMENT.** This Agreement shall be binding upon the parties, their successors and assigns. No party may assign, in whole or in part, its interest in this Agreement without the approval of the other party.
17. **RCW 39.34 REQUIRED CLAUSES.**
- A. **PURPOSE:** See Section No. 1 above.
 - B. **DURATION:** See Section No. 3 above.
 - C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
 - E. **AGREEMENT TO BE FILED:** The City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. The DISTRICT shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.
 - F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

SPOKANE CONSERVATION DISTRICT

CITY OF SPOKANE

By Vicki Carter 5/8/19
Signature Date

By [Signature] 6/2/14
Signature Date

VICKI C CARTER
Type or Print Name

THELMA M. SPENCER
Type or Print Name

DIRECTOR
Title

CITY ADMINISTRATOR
Title

Attest:
[Signature]
City Clerk

Approved as to form:
[Signature]
Assistant City Attorney



2019-1100-109

Watering Plan for Spokane River Gorge-City of Spokane

Timeline: April 2017-October 2017

Watering Phase 1 and 2 Plantings

Description of equipment to be used

½ ton pickup truck, 400 gallon water tank, water tank adaptor, fire hose, fire hydrant valve, fire hydrant wrench, water pumps, car battery, approximately 200 ft of garden hose (x2)

Break out of labor to be used - quantity and how utilized

Employee A: April 22-October 31, 2017

Be on site to water all plants and manage the watering as needed (expecting 2 times a week in hot months). Additionally, Employee A will be responsible for monitoring plant health and mortality and making recommendations for future plantings.

Employee B: approximately June 5-September 1, 2017 (when daytime temperatures are high enough to warrant the need for a second employee to assist)

Assist Employee A in observations and help with watering to water most efficiently.

Areas to be watered per each day on site

Phase 1 and Phase 2 planted locations

Working in conjunction with Geiger, and include potential filling of Geiger tanks (3 each 250 gallon) as part of plan

The Geiger water tanks will be filled as needed once a week using the SCD truck and water tank as a transfer between the holding tanks.

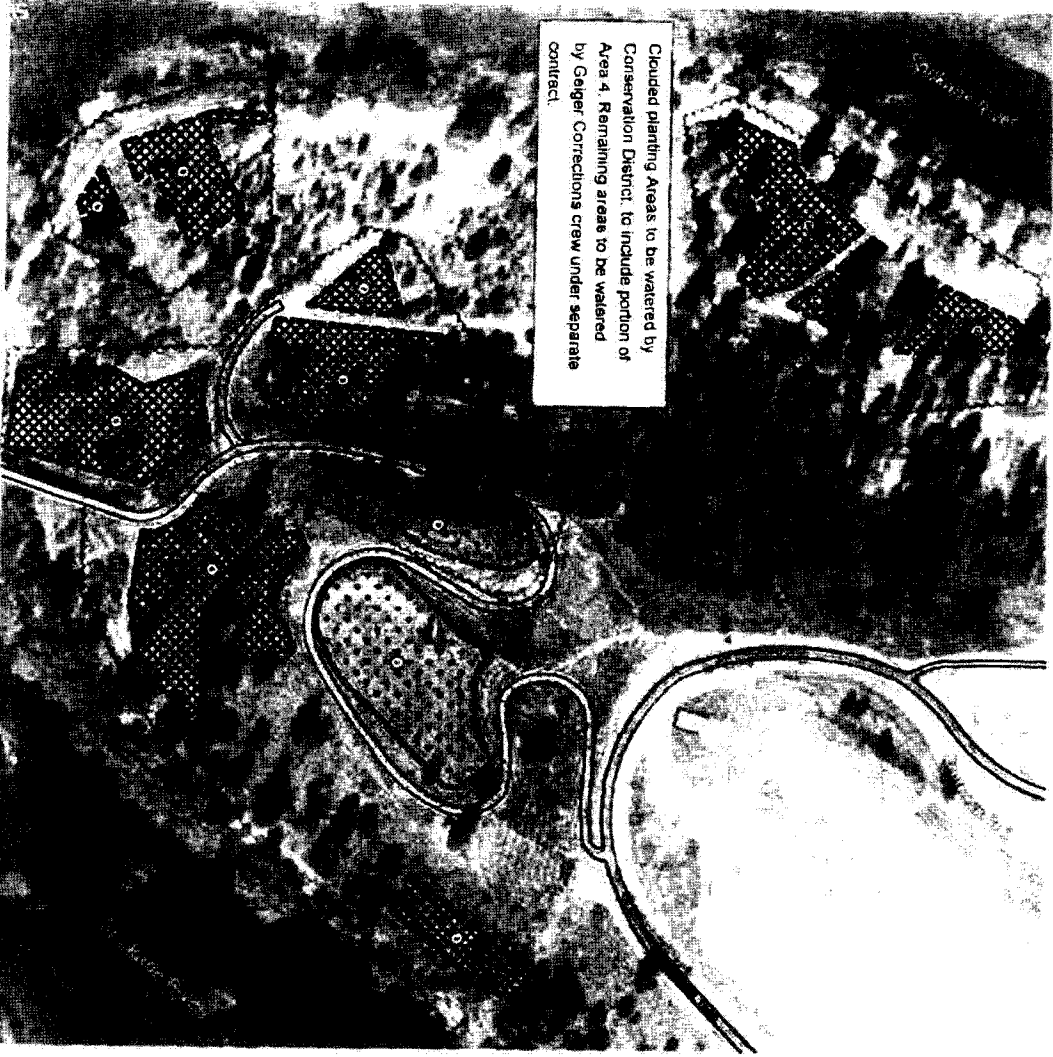
Safety measures

Refer to contract liability and indemnification. Employees will be expected to follow standard field work safety practices. Vehicles will be pulled off the Centennial trail as much as possible, and safety cones will be placed. An air gap will be utilized when filling from the city water hydrants, as is outlined in the standard city hydrant permit.

Notice to provide daily field report that will note arrival/departure times, weather conditions, areas watered, and noted plant conditions, issues needing attention for the betterment of the project.

Employees will be expected to note weather conditions; time spent watering, number of fillips at hydrant, and monitor plant conditions. A weekly report will be expected with the SCD and will be made available to the City. Employees

Spokane River Gorge Restoration
Attachment 1



A LANDSCAPE PLAN

CALLOUTS

1. Callout 1 - 100' x 100' area of riparian habitat...
2. Callout 2 - 100' x 100' area of riparian habitat...
3. Callout 3 - 100' x 100' area of riparian habitat...
4. Callout 4 - 100' x 100' area of riparian habitat...
5. Callout 5 - 100' x 100' area of riparian habitat...
6. Callout 6 - 100' x 100' area of riparian habitat...
7. Callout 7 - 100' x 100' area of riparian habitat...
8. Callout 8 - 100' x 100' area of riparian habitat...
9. Callout 9 - 100' x 100' area of riparian habitat...
10. Callout 10 - 100' x 100' area of riparian habitat...

LEGEND

- 1. Callout 1 - 100' x 100' area of riparian habitat...
- 2. Callout 2 - 100' x 100' area of riparian habitat...

PLANT CALLOUTS



PLANTING NOTES

Planting shall be done in accordance with the following notes:

1. All plants shall be planted in the spring or fall.
2. All plants shall be planted in the riparian habitat.
3. All plants shall be planted in the riparian habitat.
4. All plants shall be planted in the riparian habitat.
5. All plants shall be planted in the riparian habitat.
6. All plants shall be planted in the riparian habitat.
7. All plants shall be planted in the riparian habitat.
8. All plants shall be planted in the riparian habitat.
9. All plants shall be planted in the riparian habitat.
10. All plants shall be planted in the riparian habitat.

CONSTRUCTION NOTES

Construction shall be done in accordance with the following notes:

1. All construction shall be done in the riparian habitat.
2. All construction shall be done in the riparian habitat.
3. All construction shall be done in the riparian habitat.
4. All construction shall be done in the riparian habitat.
5. All construction shall be done in the riparian habitat.
6. All construction shall be done in the riparian habitat.
7. All construction shall be done in the riparian habitat.
8. All construction shall be done in the riparian habitat.
9. All construction shall be done in the riparian habitat.
10. All construction shall be done in the riparian habitat.

PINE FOREST PLANT COUNTS

Plant Species	Area 1	Area 2	Area 3	Area 4	Area 5	Area 6	Area 7	Area 8	Area 9	Area 10
White Pine	10	15	20	25	30	35	40	45	50	55
Blue Pine	5	10	15	20	25	30	35	40	45	50
Yellow Pine	3	6	9	12	15	18	21	24	27	30
Other Pine	2	4	6	8	10	12	14	16	18	20
Shrub	1	2	3	4	5	6	7	8	9	10

SHRUB PLANTING
PLANT COUNTS

Plant Species	Area 1	Area 2	Area 3	Area 4	Area 5	Area 6	Area 7	Area 8	Area 9	Area 10
Shrub 1	1	2	3	4	5	6	7	8	9	10
Shrub 2	1	2	3	4	5	6	7	8	9	10
Shrub 3	1	2	3	4	5	6	7	8	9	10
Shrub 4	1	2	3	4	5	6	7	8	9	10

Watering of Areas 1, 2, and portion of 4 shall be performed by Geiger Corrections. Counts are approximate.



PRELIMINARY - NOT FOR CONSTRUCTION

23-1000
222116
15

RIVER HABITAT RESTORATION
NORTH BANK FROM MONROE ST TO SANDFUR BRIDGE
CITY OF SPOKANE

LANDSCAPE PLAN

L-1



City of Spokane

Minor Contract Summary

OPR # 2017-0319
 Cross Ref _____
 Destruct Date 2026
 Clerk's Dist. 8-1-18

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

Department Name Integrated Capital Management
 Department Project # 2016050

New Contract
 CR # 195666
 Date: _____

Contractor/Consultant

Name: Spokane Conservation District
 Address: 210 N. Havana St. Remittance Address: _____
 City, State, Zip: Spokane, WA 99201 City, State, Zip: _____

Summary of Services

Amendment/Extension to the Interlocal Agreement to provide water irrigation services to newly planted vegetation as part of the Spokane River Gorge project.

Amount: \$12,000.00 Budget Code: 4250-98817-94000-56501-86016
 Maximum Amount: _____
 Beginning Date: November 1, 2017 Expiration Date: January 1, 2019 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (attach to the contract)
- City Business Registration (attach verification that a current business license number exists)
- If Public Works Contract, Contractor has been notified of State Law requirements.
- Grant Related (if the contract is grant related, the Grants Management Department must sign below)
- Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.

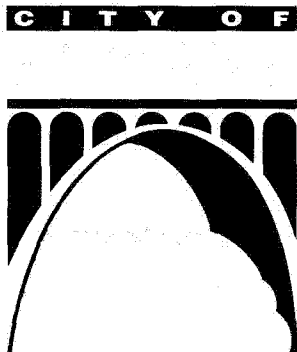
RECEIVED
JUL 31 2018
 CITY CLERK'S OFFICE

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

Requestor/Verifier/Contact: *France Perkins*
 Funds are available in the appropriate budget account
 Accountant: *[Signature]* Date: 7/3/18
 Department Head: *Rather Patta* Date: 7-27-18
 Other: _____ Date: _____
 Grants Mgt. (if applicable): *[Signature]* Date: 7/5/18

Distribution List

Contractor E-mail: cori-turntime@sccd.org Contract Accounting : mdoval@spokanecity.org
 Dept. Contact E-mail: eraea@spokanecity.org Taxes and Licenses _____
elester@spokanecity.org _____
icmaccounting@spokanecity.org _____



City of Spokane
CONTRACT AMENDMENT/EXTENSION
Title: INTERLOCAL AGREEMENT SPOKANE RIVER
GORGE RESTORATION PHASE 2 AND 3

This CONTRACT AMENDMENT EXTENSION 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 99201 as ("District"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the District agreed to PROVIDE WATER IRRIGATION SERVICES TO NEWLY PLANTED VEGETATION AS PART OF THE SPOKANE RIVER GORGE RESTORATION – PHASE 1, 2, AND 3; and

WHEREAS, additional work and time to perform has been requested; and

-- NOW, THEREFORE, the parties agree as follows:

1. **CONTRACT DOCUMENTS.** The original Contract, dated April 27, 2017, any previous amendments, addendums and/or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Amendment/Extension shall become effective on November 1, 2017.
3. **AMENDMENT.** The Section 4. COMPENSATION of the contract documents is amended to read as follows:

~~THIRTY ONE THOUSAND AND NO/100 DOLLARS~~ FORTY-THREE THOUSAND AND NO/100 DOLLARS.
4. **EXTENSION.** The contract documents are hereby extended and shall run through January 1, 2019.
5. **COMPENSATION.** The City shall pay the District a maximum additional amount not to exceed **TWELVE THOUSAND AND NO/100 DOLLARS** (\$12,000.00) for everything furnished and done under this Contract Amendment/Extension.

SPOKANE CONSERVATION DISTRICT

By: Cori Turntine
(signature)

Print Name: Cori Turntine

Title: Operations Mgr

Date: 5/23/18

Email: cori-turntine@sccd.org

CITY OF SPOKANE:

By: Scott Simmons
(signature)

Print Name: Scott Simmons

Title: Public Works Division Director

Date: 7/31/2018

ATTEST:

Venita R. Hester
City Clerk



APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

Attachments that are part of this Contract Amendment:

2018 Watering Proposal



Spokane River Gorge Restoration 2018 Cost Proposal

Contract Manager: Lindsay Chutas, *Riparian Program Leader*
Contract Period: June 1, 2018 – September 15, 2018
Cost Proposal: \$11,223.58

Spokane River Gorge Watering Project	Watering Schedule	Weekly Watering Hours	# of Weeks (months)	Total Hours	Staff Time		Equipment Repairs & Maintenance Budget (Based on 2017 Actuals)	
					(Supervisor @ \$40.50/hr, Field Staff @ \$19.50/hr)	Mileage (.545/mile)		
Supervision Hours	2hrs/mo		3.5	7	283.50			
6/1/18-6/20/18 - 1 staff	4x/wk	24	3	72	1,404.00	156.96		
6/21/18-9/1/18 - 2 staff	4x/wk	32	10	320	6,240.00	523.20		
9/2/18-9/15/18 - 1 staff	3x/wk	18	2	36	702.00	313.92	1,600.00	
2018 Total					8,629.50	994.08	1,600.00	
Cost							Proposal	\$ 11,223.58

Notes: Spokane Conservation District will hire two seasonal staff to perform the watering duties. These staff will work under the supervision of the Riparian Program Leader. Daily watering hours will vary between 4-6 hours per day. The City will reimburse the District for any hydrant usage fees and all repair and maintenance expenses related to the watering equipment through the contract period.



City of Spokane

Minor Contract Summary

OPR # OPR 2017-0319
 Cross Ref _____
 Destruct Date 2024
 Clerk's Dist. 05/01/17 SRG

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

Department Name Integrated Capital Management
 Department Project # 2016050

New Contract
 CR # 18005
 Date April 7, 2017
RECEIVED

Contractor/Consultant

Name: **Spokane Conservation District**
 Address: 210 N. Havana St. Remittance Address:
 City, State, Zip: Spokane, WA 99201 City, State, Zip

APR 27 2017

CITY CLERK'S OFFICE

Summary of Services

Interlocal Agreement for a written irrigation plan to ensure adequate water to new plants to assist with their establishment during the period between April 22 and October 30, 2017 in conjunction with the Spokane River Gorge Restoration Phase 2 and 3 project.

Amount: \$31,000.00

Budget Code: 4250-94306-94000-56501-86016

Maximum Amount

Beginning Date: 4/22/2017 Expiration Date: 10/31/2017 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: Jama O'Brien

Funds are available in the appropriate budget account

Accountant	<u>[Signature]</u>	<u>4/11/17</u>
	Signature	Date
Department Head	<u>[Signature]</u>	<u>4-18-17</u>
	Signature	Date
Other	_____	_____
	Signature	Date
Other	_____	_____
	Signature	Date

Distribution List

Contractor E-mail: <u>vicki-carter@sccd.org</u>	Contract Accounting: <u>mdoval@spokanecity.org</u>
Dept. Contact E-mail: <u>Engineering Admin</u>	<u>Taxes and Licenses</u>
<u>kschmitt@spokanecity.org</u>	<u>mhughes@spokanecity.org</u>
<u>cbrazington@spokanecity.org</u>	<u>jlargent@spokanecity.org</u>
<u>elester@spokanecity.org</u>	



City of Spokane

Minor Contract Summary

OPR # OPR 2017-0.319
 Cross Ref _____
 Destruct Date 2024
 Clerk's Dist. 05/01/17 SRG

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

Department Name Integrated Capital Management
 Department Project # 2016050

New Contract
 CR # 18005
 Date April 7, 2017
RECEIVED

Contractor/Consultant

Name: **Spokane Conservation District**
 Address: 210 N. Havana St.
 City, State, Zip: Spokane, WA 99201

Remittance Address:
 City, State, Zip

APR 27 2017

CITY CLERK'S OFFICE

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- 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: Janna Perkins

Funds are available in the appropriate budget account

Accountant	<u>[Signature]</u>	<u>4/11/17</u>
Department Head	<u>Kathleen Miller</u>	<u>4-18-17</u>
Other	_____ Signature	_____ Date
Other	_____ Signature	_____ Date

Distribution List

Contractor E-mail: <u>vicki-carter@sccd.org</u>	Contract Accounting: <u>mdoval@spokanecity.org</u>
Dept. Contact E-mail: <u>Engineering Admin</u>	Taxes and Licenses
<u>kschmitt@spokanecity.org</u>	<u>mhughes@spokanecity.org</u>
<u>cbrazington@spokanecity.org</u>	<u>jlargent@spokanecity.org</u>
<u>elester@spokanecity.org</u>	



City of Spokane
INTERLOCAL AGREEMENT
Spokane River Gorge Restoration Phase 2 and 3

This INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and the SPOKANE CONSERVATION DISTRICT, whose address is 210 North Havana Street, Spokane, Washington 99201, as "DISTRICT". Hereafter referenced together as the "parties", and individually a "party".

WHEREAS, DISTRICT would like to enter into an Interlocal Agreement authorized by RCW 39.34's Interlocal Cooperation Act with the City to provide water irrigation service to newly planted vegetation as part of the Spokane River Gorge Restoration – Phase 2 and 3 project; and

WHEREAS, DISTRICT will provide a written irrigation plan to ensure adequate water to new plantings to assist with their establishment during the period between April 22, and October 31, 2017. Now, therefore,

The parties agree to the following:

1. **PURPOSE.** The purpose of this Agreement is to set forth the parties' understanding of the terms and conditions under which the DISTRICT will provide a watering service to the City to assist with plant establishment for the aforementioned time period and project.
2. **PERFORMANCE.** The DISTRICT shall perform work in accordance with the DISTRICT's attached irrigation plan containing pertinent details to accomplish the irrigation of recently planted plants as part of the Spokane River Gorge Restoration – Phase 1 project. The plan shall also include irrigation of new plants to be planted April 22, 2017, as part of Phase 2; and to include approximately 1,500 new plantings scheduled for planting in the fall of 2017, exact locations and planting date to be determined. The plan will include equipment and labor being proposed, method of application to plants, and frequency of site visits to adequately deliver the water to the plantings. The DISTRICT shall work in conjunction with Geiger Corrections, who will be assigned a portion of the watering duties. See attached map for identified locations of responsibility.

Start of work shall be April 22, 2017, to coincide with a planned community volunteer planting event. The water application frequency and quantity shall be adjusted as deemed appropriate by both parties, due to weather conditions. Watering for outlying years 2018 and 2019 shall be under separate agreements.

3. TERM. The term of this Agreement shall begin upon signatures by both parties and will remain in effect for a reasonable time to carry out the arranged services for this Project, until further terminated in writing by either party, or completion of all Project requirements.

4. COMPENSATION. The City shall pay an hourly and mileage rate amount as noted below for watering services provided by the DISTRICT to successfully apply approved water quantities to each designated planting. It is estimated that four, eight hour site visits will be required to complete application of water to each plant once per week. This frequency may be increased or decreased depending on the weather conditions, and as agreed to by the City. Total cost shall not exceed THIRTY ONE THOUSAND AND NO/100 DOLLARS (\$31,000.00) as full compensation for the services provided under this Agreement, to include application and acquisition of city permits, meter valve and watering equipment, as required. This is the maximum amount to be paid under this Agreement for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of CITY in the form of an executed amendment to this Agreement. Payment shall be as follows:

- \$19.50/hour per on-site laborer, to include office overhead
- \$45.00/hour for project supervision, to include office overhead. Supervision estimated at 2 hours per week.
- In addition a rate of \$0.535/mile shall be paid for the water delivery equipment used on site.

5. PAYMENT. The DISTRICT shall submit monthly applications for payment to the CITY. Payment will be made within thirty (30) days after receipt of the DISTRICT's application except as provided by state law. If 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.

6. MAINTENANCE OF STANDING STRUCTURE. Upon completion of this contract's time, the City will assume responsibility for maintenance of Premises, until and unless a contract modification or alternative party agrees to undertake this maintenance obligation. The DISTRICT will not be financially responsible for the maintenance of the Premises. Upon transfer or assignment of this maintenance obligation, a formal document memorializing this new arrangement shall be signed and filed with the City Clerk's Office, and placed in the files in connection with this Interlocal Agreement, and the Project. Original documents, drawings, designs, reports, or any other records developed or created for this Project shall belong to and become the property of the City.

7. RELATIONSHIP OF THE PARTIES: The parties intend that no employee - employer relationship is created by this Agreement and that only an independent contractor relationship is established. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the DISTRICT for any purpose. Likewise, no agent, employee, servant or representative of the DISTRICT shall be deemed to be an employee, agent, servant or representative of the City for any purpose.

8. LIABILITY. Each party shall defend, indemnify and hold harmless the other party, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the indemnifying party's performance of this Agreement, except to the extent of those claims arising from the negligence of the non-indemnifying party, its officers and employees.

9. INSURANCE. During the term of the Agreement, the City shall maintain in force at its own expense, each insurance noted below:

- 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 and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- 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 DISTRICT, its officers and employees are additional insureds but only with respect to the City'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 and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two (2) years after the Agreement is completed.

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 City or its insurer(s) to the DISTRICT.

10. NOTICES. All notices or other communications given under this Agreement shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to parties at the address set forth below, or at such other address as the parties shall from time-to-time designate by notice in writing to the other parties:

CITY: Mayor or designee
City of Spokane
Second Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

DISTRICT: Administrator
210 North Havana Street,
Spokane, Washington 99201

11. ANTI-KICKBACK. No officer or employee of the City or DISTRICT, 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 the Agreement.

12. 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. DISTRICT and the City agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. COMPLIANCE WITH LAWS. The parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms and subject matter of this Agreement.

14. VENUE STIPULATION. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

15. GRANT REQUIREMENTS. The parties shall both comply with all applicable requirements of the DEPARTMENT OF ECOLOGY Grant for this Project.

16. MISCELLANEOUS.

A. NON-WAIVER: No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

B. ENTIRE AGREEMENT: This Agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to

this Agreement shall be valid or binding upon the parties unless the change or addition is in writing, executed by the parties.

- C. MODIFICATION: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
 - D. HEADINGS: The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
 - E. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
 - F. SEVERABILITY: If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
 - G. ASSIGNMENT. This Agreement shall be binding upon the parties, their successors and assigns. No party may assign, in whole or in part, its interest in this Agreement without the approval of the other party.
17. RCW 39.34 REQUIRED CLAUSES.
- A. PURPOSE: See Section No. 1 above.
 - B. DURATION: See Section No. 3 above.
 - C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - D. RESPONSIBILITIES OF THE PARTIES: See provisions above.
 - E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. The DISTRICT shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.
 - F. FINANCING: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. TERMINATION: See Section No. 3 above.

H. PROPERTY UPON TERMINATION: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

SPOKANE CONSERVATION DISTRICT

CITY OF SPOKANE

By: Vicki Carter 4-4-17
Signature Date

By: Scott Simmons 4/26/17
Signature Date

VICKI CARTER
Type or Print Name

Scott Simmons
Type or Print Name

DIRECTOR
Title

Public Works Director
Title

VICKI-CARTER@scd.org
E-Mail Address (if available)

Attest: [Signature]
City Clerk (04.27.17)

Approved as to form: [Signature]
Assistant City Attorney

Attachment which is a part of this Agreement:

Scope of Services



Watering Plan for Spokane River Gorge-City of Spokane

Timeline: April 2017-October 2017

Watering Phase 1 and 2 Plantings

Description of equipment to be used

½ ton pickup truck, 400 gallon water tank, water tank adaptor, fire hose, fire hydrant valve, fire hydrant wrench, water pumps, car battery, approximately 200 ft of garden hose (x2)

Break out of labor to be used - quantity and how utilized

Employee A: April 22-October 31, 2017

Be on site to water all plants and manage the watering as needed (expecting 2 times a week in hot months). Additionally, Employee A will be responsible for monitoring plant health and mortality and making recommendations for future plantings.

Employee B: approximately June 5-September 1, 2017 (when daytime temperatures are high enough to warrant the need for a second employee to assist)

Assist Employee A in observations and help with watering to water most efficiently.

Areas to be watered per each day on site

Phase 1 and Phase 2 planted locations

Working in conjunction with Geiger, and include potential filling of Geiger tanks (3 each 250 gallon) as part of plan

The Geiger water tanks will be filled as needed once a week using the SCD truck and water tank as a transfer between the holding tanks.

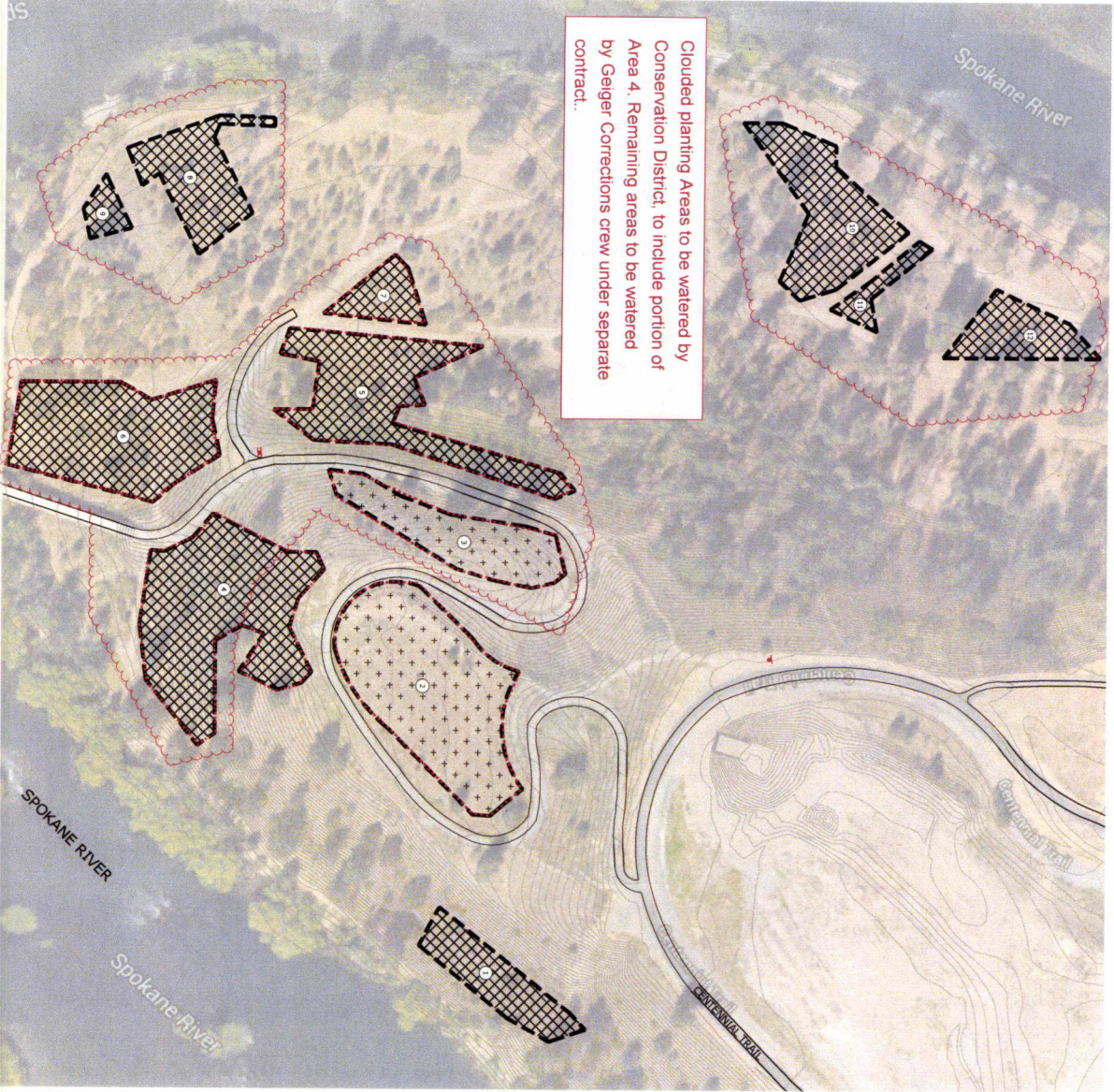
Safety measures

Refer to contract liability and indemnification. Employees will be expected to follow standard field work safety practices. Vehicles will be pulled off the Centennial trail as much as possible, and safety cones will be placed. An air gap will be utilized when filling from the city water hydrants, as is outlined in the standard city hydrant permit.

Notice to provide daily field report that will note arrival/departure times, weather conditions, areas watered, and noted plant conditions, issues needing attention for the betterment of the project.

Employees will be expected to note weather conditions; time spent watering, number of fillips at hydrant, and monitor plant conditions. A weekly report will be expected with the SCD and will be made available to the City. Employees

**Spokane River Gorge Restoration
Attachment 1**



ClouDED planting Areas to be watered by Conservation District, to include portion of Area 4. Remaining areas to be watered by Geiger Corrections crew under separate contract.



CALLOUTS

1. PLANTING AREA #1 - THE FOREST PLANTING, REFER TO THE HABITAT MANAGEMENT PLAN PAGE 42.
2. PLANTING AREA #2 - SHRUB PLANTING, REFER TO THE HABITAT MANAGEMENT PLAN PAGE 43.
3. PLANTING AREA #3 - SHRUB PLANTING, REFER TO THE HABITAT MANAGEMENT PLAN PAGE 43.
4. PLANTING AREA #4 - THE FOREST PLANTING, REFER TO THE HABITAT MANAGEMENT PLAN PAGE 42.
5. PLANTING AREA #5 - THE FOREST PLANTING, REFER TO THE HABITAT MANAGEMENT PLAN PAGE 42.
6. PLANTING AREA #6 - THE FOREST PLANTING, REFER TO THE HABITAT MANAGEMENT PLAN PAGE 42.
7. PLANTING AREA #7 - THE FOREST PLANTING, REFER TO THE HABITAT MANAGEMENT PLAN PAGE 42.
8. PLANTING AREA #8 - THE FOREST PLANTING, REFER TO THE HABITAT MANAGEMENT PLAN PAGE 42.
9. PLANTING AREA #9 - THE FOREST PLANTING, REFER TO THE HABITAT MANAGEMENT PLAN PAGE 42.
10. PLANTING AREA #10 - THE FOREST PLANTING, REFER TO THE HABITAT MANAGEMENT PLAN PAGE 42.
11. PLANTING AREA #11 - THE FOREST PLANTING, REFER TO THE HABITAT MANAGEMENT PLAN PAGE 42.
12. PLANTING AREA #12 - THE FOREST PLANTING, REFER TO THE HABITAT MANAGEMENT PLAN PAGE 42.

LEGEND

- ☒ PINE FOREST PLANTINGS
- ☒ SHRUB PLANTINGS

PLANT CALLOUTS



PLANTING NOTES

1. TREES AND SHRUBS TO MEET REQUIREMENTS OF AMERICAN STANDARD FOR TREE NURSERY STOCK SIZE AND NATURAL CONDITION.
2. ALL SHRUBS TO BE PLANTED AT THE END OF THE PLANTING SEASON.
3. PLANTING LOCATIONS VARY DEPENDING ON SOIL TYPE, DRAINAGE, AND UTILITY LOCATIONS.
4. ALL TREES TO BE SHEDDED AND TRIMMED TO MATCH EXISTING TREES TO INCLUDE MAIN LEADER EQUAL OR GREATER TO SIZE OF THE TREE.
5. TREES SHALL BE MATCHED FROM SAME LOT.
6. PLANTING AREAS, INCLUDING BUFFER AREAS, TO BE IRRIGATED WITH Drip IRRIGATION, INSTALL 1/2" 1/4" DRIP EMISSIONS PER SHRUB, 3" X 1/4" POLYETHYLENE TUBING.

CONSTRUCTION NOTES

1. CALL SET TO LOCATE UTILITIES PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
2. CONSTRUCTION SHALL BE COMPLETED FROM SEPTEMBER THROUGH APRIL IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFING THE OWNER AND OWNERS REPRESENTATIVE.
3. PRESERVE AND PROTECT ALL HERBIVORES TO REMAIN, TRANSPORTATION AND SERVICES NECESSARY TO COMPLETE THE CONSTRUCTION.
4. SHOW ON THE DRAWINGS.
5. PRESERVE AND PROTECT EXISTING HERBIVORES TO REMAIN.

PINE FOREST PLANT COUNTS

Species	AREA 1	AREA 4	AREA 5	AREA 6	AREA 7	AREA 8	AREA 9	AREA 10	AREA 11	AREA 12
Endemolone Pine	25	32	42	61	13	20	6	44	7	21
Black Cottonwood	4	12	9	9	2	4	1	6	1	3
Quaking Aspen	2	5	4	4	1	2	5	3	1	2
Common Chokecherry	4	12	9	9	2	4	1	6	1	3
Scotch Willow	2	5	4	4	1	2	0	3	1	2
Rocky Mountain Maple	5	15	11	11	2	6	1	9	1	4
Servicberry	19	61	45	45	9	22	4	32	5	16
Tall Dogwood	9	30	23	23	5	11	2	16	3	8
Creeping Oregon Grape	9	30	23	23	5	11	2	16	3	8
Douglas Hawthorne	14	45	34	34	7	17	3	24	4	12
Hairy Wood Bark	14	45	34	34	7	17	3	24	4	12
Cedar Current	5	15	11	11	2	6	1	9	1	4
Wood Rose	5	15	11	11	2	6	1	9	1	4
Blue Elderberry	5	15	11	11	2	6	1	9	1	4
Common Snowberry	9	30	23	23	5	11	2	16	3	8

**SHRUB PLANTING
PLANT COUNTS**

Species	AREA 2	AREA 3
Rocky Mountain Maple	89	38
Servicberry	178	76
Coughed Hawthorne	134	57
Hairy Wood Bark	178	76
Cedar Current	89	38
Wood Rose	134	57
Blue Elderberry	89	38

Watering of Areas 1, 2, and portion of 4 shall be performed by Geiger Corrections. Counts are approximate.

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

PRELIMINARY - NOT FOR CONSTRUCTION

RIVER HABITAT RESTORATION
NORTH BANK FROM MONROE ST TO SANDIFUR BRIDGE
CITY OF SPOKANE
LANDSCAPE PLAN

DATE: 16-006
2/22/16
JS

DRAWING 7 OF 4
L-1