

RESOLUTION NO. 2918

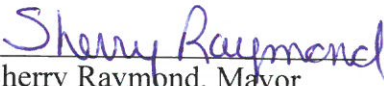
RESOLUTION AUTHORIZING THE MAYOR TO SIGN A COOPERATIVE AGREEMENT BETWEEN DEPARTMENT OF NATURAL RESOURCES AND SELAH FIRE DEPARTMENT

WHEREAS, the City of Selah wishes to enter into a Cooperative Agreement with the Department of Natural Resources and Selah Fire Department to receive funding reimbursement for Wildfire Ready Neighbor Program, and

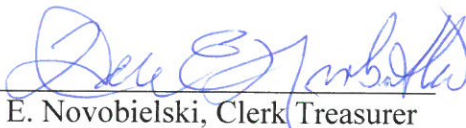
WHEREAS, the term of the agreement is from date of final signatures, through 6/30/2022, unless terminated sooner;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH WASHINGTON, that the Mayor of the City of Selah be authorized to sign a Cooperative Agreement with said parties. A copy of the agreement is attached and incorporated as shown.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH WASHINGTON, this 10th day of May, 2022.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



COOPERATIVE AGREEMENT

Between

DEPARTMENT OF NATURAL RESOURCES (DNR)

NO. 93-103523

And

Selah Fire Department

PI: 28D-IZY

Funding Source: State

Grant Funded: Yes No

COVID 19 Contractor Vaccination Declaration required Yes Exhibit

No, the work performed is not subject to Proclamation Requirements.

This Cooperative Agreement (hereinafter called the Agreement) is between the Washington State Department of Natural Resources, referred to as DNR, and Selah Fire Department referred to as the COOPERATOR; and combined referred to as the parties.

The DNR and the COOPERATOR are entering into this Agreement under the authority of [Chapter 39.34 RCW](#) of Washington State, Interlocal Cooperation Act, [Chapter 39.26 RCW](#) Procurement of Goods and Services, and [Chapter 76.04 Forest Protection](#).

Selah Fire Department

206 W. Fremont Ave.

Selah, WA 98942

Phone: 509-698-7312

FAX:

Email: james.lange@selahwa.gov

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The purpose of this Agreement is to provide assistance in supporting efforts in engaging landowners in taking actions around their homes and properties to prepare for wildfire. This will be in Yakima County and includes supporting the Wildfire Ready Neighbors program including site visits and community events.

2.0 Scope of Work. The COOPERATOR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work.

3.0 Period of Performance. The period of performance of this Agreement shall begin on date of final signature, and end on 6/30/22, unless terminated sooner as provided herein.

4.0 Payment. The parties estimate that the cost of accomplishing the work will not exceed Eighteen thousand one hundred twenty four dollars (\$18,124) Pay for services shall be based on the rates and terms described in Exhibit B – Budget.

5.0 Billing Procedures. COOPERATOR Contract Manger or Project Manager shall submit invoices **monthly** to the DNR Project Manager. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Agreement number.
- B. Identification of completed tasks (deliverables) and dollars associated as outlined in the Scope of Work.
- C. The total amount of taxes (if any).
- D. Any other relevant information.
- E. The total invoice charge.

6.0 Records Maintenance. Each party shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred providing the services. These records shall be available for inspection, review, or audit by personnel of the parties, other personnel authorized by the parties, the Office of the State Auditor, and federal officials as authorized by law. The parties shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to 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 this material to any third parties without first notifying the

furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

7.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by DNR. 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 use, copyright, patent, register and the ability to transfer these rights.

8.0 Independent Capacity. The employees or agents of each party who are engaged in performing 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.

9.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

10.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is 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.

11.0 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 the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

12.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

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 evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

13.0 Governance. This contract is entered into by 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.

If there is 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:

- (1) Applicable federal statutes and rules;
- (2) State of Washington statutes and regulations
- (3) Scope of Work; and
- (4) Any other provisions of the agreement, including materials incorporated by reference.

14.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either Party, without the express prior written consent of the other Party. Neither Party shall unreasonably withhold consent.

15.0 Waiver. A Party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A Party's rights may only be waived through a written amendment to this agreement.

16.0 Harassment. Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention: https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

17.0 COVID-19 Vaccination Requirement. Pursuant to [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#), as now or hereafter amended by the Governor (“Proclamation”), contractors who have goods, services, or public works contracts with a Washington state agency, including the Department of Natural Resources (DNR), must ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements of the Proclamation, unless exempted as prescribed by the Proclamation. Compliance with the Proclamation is mandatory. COOPERATOR shall comply with the Proclamation.

18.0 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

19.0 Responsibilities of the Parties/Indemnification. To the fullest extent permitted by law, COOPERATOR shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. “Claim” as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys’ fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. COOPERATOR obligation to indemnify, defend, and hold harmless includes any claim by COOPERATOR agents, employees, representatives, any subcontractor or its employees, or any third party.

However, COOPERATOR shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) COOPERATOR its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then COOPERATOR obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of COOPERATOR, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

COOPERATOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

20.0 Insurance. Before using any of said rights granted herein and its own expense, COOPERATOR shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

COOPERATOR shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Agreement Number and the name of the DNR Project Manager. COOPERATOR shall also provide renewal certificates as appropriate during the term of this Agreement.

COOPERATOR shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of COOPERATOR to have its subcontractors and agents comply with the insurance requirements contained herein does not limit COOPERATOR liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: COOPERATOR shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal

injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: COOPERATOR shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: COOPERATOR shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." COOPERATOR waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): COOPERATOR shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. COOPERATOR waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. COOPERATOR waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all

insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If COOPERATOR self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that COOPERATOR self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of COOPERATOR is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: COOPERATOR waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

21.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

22.0 Contract Management.

COOPERATOR Contract Manager Information	DNR Contract Manager Information
James Lange 206 W. Fremont Ave Selah, WA 98942 <i>Phone</i> : 509-698-7312 <i>Email address</i> : james.lange@selahwa.gov	Guy Gifford Department of Natural Resources 1111 Washington St SE Olympia, WA 98504 <i>Phone</i> : 509-990-6218 <i>Email address</i> : guy.gifford@dnr.wa.gov
COOPERATOR Project Manager Information	DNR Project Manager Information
Cody Roberts 206 W. Fremont Ave Selah, WA 98942 <i>Phone</i> : 509-698-7311 <i>Email address</i> : cody.roberts@selahwa.gov	Guy Gifford Department of Natural Resources 1111 Washington St SE Olympia, WA 98504 <i>Phone</i> : 509-990-6218 <i>Email address</i> : guy.gifford@dnr.wa.gov

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Selah Fire Department

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES (DNR)**

Signature	Date
James Lange	
Name	
Fire Chief	
Title	
206 W. Fremont Ave	
Selah, WA 98942	
Address	
509-698-7312	
Telephone	

Signature	Date
Russ Lane	
Name	
Wildfire Division Manager	
Title	
1111 Washington St. SE	
Olympia, WA 98504	
Address	
360-902-1000	
Telephone	

EXHIBIT A

SCOPE OF WORK

TITLE: Selah Fire Department - Wildfire Ready Neighbors

SELAH FIRE DEPARTMENT WILL:

- Coordinate with DNR and partners in conducting a minimum of 100 Home Risk Assessments.
 - Home risk assessment will use the WRN Survey 123 application (preferred) or a paper version.
 - Assessment shall be conducted by appropriately trained and qualified personal.

DNR will:

- Provide technical assistance in use of Survey 123.
- Provide Home Risks Assessments requests to Selah Fire Department
- Provide if requested GIS data of all Home Risks Assessments conducted via Survey 123 in project area.

EXHIBIT B

BUDGET

	Quantity	Rate	Total
Home Risk Assessment	100	\$147.94	\$ 14,794.00
Equipment / supply purchase	1	\$2,000	\$ 2,000
Road Address Number plates with numbers	100	\$13.30	\$1,330.00
Total			\$18,124