

Interlocal Agreement For Tree Maintenance Services
between
THE CITY OF LONGVIEW
and
THE CITY OF WOODLAND

This Interlocal Agreement is entered into by and between the CITY OF LONGVIEW, WASHINGTON, a non-charter optional code city of the State of Washington, (hereinafter referred to as "Longview") and the CITY OF WOODLAND, WASHINGTON, (hereinafter referred to as "Woodland") pursuant to the authority granted in RCW 35A.11.040, and Chapter 39.34.

The purpose of this agreement is to provide for tree maintenance services for Woodland to include inspection, inventory, health evaluation, species location and future care recommendations.

Longview maintains an Urban Forestry Department and employs highly trained and skilled technicians. These skills can be utilized to determine past, present and future needs for the care of trees owned by Woodland.

In consideration of the benefits that each of the parties hereto anticipates as a result of this Agreement, it is hereby agreed as follows:

1. TREE MAINTENANCE SERVICES AND ASSISTANCE TO BE PROVIDED TO THE CITY OF WOODLAND WASHINGTON:

The Urban Forestry Department of Longview shall provide a tree inventory to include identification of genus and species, diameter at breast height, height and crown spread. Inspection will include health evaluation and future recommendations for future maintenance to include pruning, removal, replacement, root pruning and hardscape damage repair.

Employees of Longview shall not become employees of Woodland in any manner, and shall remain, at all times, and for all purposes, employees of Longview, and all compensation, employment benefits, discipline, promotion, demotion, industrial insurance and all other matters relating to employment shall be the responsibility of Longview.

Longview will supply all equipment necessary to perform the tasks set forth herein. The costs associated with that equipment, including insurance, maintenance and repair are included in the hourly fee described in Section 3.

2. TIME KEEPING AND REPORTING:

All Longview employees of the Longview Urban Forestry Department, who perform technical services for Woodland, shall keep a record of the services performed, the place where such services are performed, and the time spent in the performance thereof.

3. COMPENSATION TO THE CITY OF LONGVIEW:

- a) Longview shall be compensated for such services at the rate of \$47.00 per hour for the services performed by its employees hereunder including all hours of travel to and from; and on site work. Longview shall submit a statement by the 15th day of each calendar month for services performed during the previous calendar month, and Woodland shall make payment thereof within 45 days thereafter. Such statements shall itemize the time spent in the performance of such services to the tenth of an hour.

- b) If such services are requested by Woodland, the compensation for the sidewalk repairs would be calculated at an overtime rate and only be performed on Friday or Saturday. This rate is \$75 per hour labor and \$90 per hours equipment.

In the event that Longview's cost of performance of such services shall increase, the amount to be charged to Woodland shall be increased in a similar amount. Any increase shall not occur except on 30 days' advance notice to Woodland.

4. TERM OF AGREEMENT:

This Agreement is for an indefinite term, subject to cancellation by either party hereto upon 60 days' advance written notice to the other

5. NO ENTITY CREATED:

There is no separate organization or administrative entity created or necessitated by this Agreement.

6. MANNER OF FINANCING:

Except as provided herein, there are no provisions for financing of the terms of this Agreement. Each of the parties hereto shall provide for the financing of its own personnel and equipment and municipal expenses, other than as expressly provided herein.

7. ADMINISTRATION OF CONTRACT:

The administration of the provisions of this Agreement shall be undertaken by the joint and combined efforts of the City Manager of Longview and the Mayor of Woodland.

8. OWNERSHIP OF FACILITIES:

There are no facilities or properties to be acquired or purchased as a result of this Agreement.

9. EFFECTIVE DATE:

This Agreement shall become effective on the 28th day of, SEPT. 2017 or upon the execution hereof by both of the parties hereto, whichever is last to occur.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date that is hereafter shown alongside the signatures of their respective authorized officers.

Dated: September 28, 2017

City of Longview

By: David M. Campbell
City Manager

Attest: Kaylee Cady
City Clerk

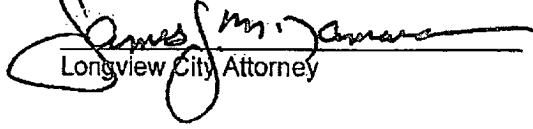
Dated: 10-17-17

City of Woodland

By: William H. L.
Mayor

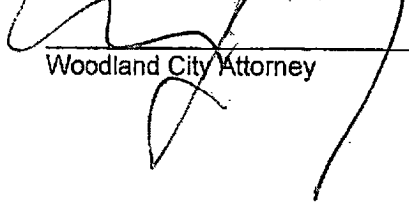
Attest: Marie E. Rep.

Approved as to form:



Longview City Attorney

Approved as to form:



Woodland City Attorney