



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

SCANNED
Date 5-2-07
Initial mg

Southwest Region
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May 1, 2007.

Mr. Don Ivy
756 Sanford Court
Coos Bay, OR 97420

Re: I-5, CS 0601, MP 0.27
Columbia River Crossing Project
Din Ivy, Facilitator
Agreement No. Y 10149

Dear Mr. Ivy;

Enclosed for your records is an original of the referenced agreement, Y 10149. This agreement provides for the State to reimburse you for the cost of your support associated with the Historic Seminar for the Columbia River Crossing Project.

If there are any questions please call George Humphrey at (360) 905-2296.

Sincerely

Douglas P. Ficco
Director
Columbia River Crossing Project

DPF: crf

Cc : **CRC**
M. Williams
R. Funkhouser
S. Thomas, HQ Accounting, MS 47420
File

RECEIVED

MAY 02 2007

Columbia River Crossing

AGREEMENT NUMBER Y 10149

This AGREEMENT is to be effective on this 22nd day of April, 2007, between the State of Washington, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter "WSDOT", and Don Ivy, hereinafter "CONTRACTOR", collectively "PARTIES" and individually "PARTY".

Note: the effective date should have been March 20th, not April 22nd. DJE 5-30-07

Contractor Name – Don Ivy
Address – 756 Sanford Court
City, State & Zip Code – Coos Bay, OR 97420
Phone 541-888-8301
E-mail Address d.ivy@charter.net
Washington State UBI No. _____
Federal ID No. 542-60-2312

WHEREAS, WSDOT Columbia River Crossing Project hosted a History Seminar on March 30, 2007 in Vancouver, Washington, hereinafter referred to as "the conference" and/or "the meeting;" and

WHEREAS, WSDOT required a facilitator to participate in the conference/meeting; and

WHEREAS, CONTRACTOR has the needed qualifications and has provided services as a facilitator for the conference and participation at the meeting; and

NOW, THEREFORE, pursuant to Chapter 39.29 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1.0 RATIFICATION

On March 15, 2007, Doug Ficco verbally authorized Don Ivy to participate as facilitator at the History Seminar on March 30, 2007. This agreement ratifies that verbal authorization.

2.0 GENERAL. CONTRACTOR has provided services as a facilitator for the conference and participated in the meeting that was hosted by WSDOT. WSDOT will pay CONTRACTOR for facilitating and participating services and reimburse the CONTRACTOR for travel and lodging costs according to Section 2, Payment.

3.0 PAYMENT.

3.1 WSDOT will pay CONTRACTOR a one time, lump sum amount of Six Hundred Dollars (\$600.00) for facilitating and participating at the conference, which is the maximum amount payable for facilitating services under this AGREEMENT.

3.2 WSDOT will reimburse CONTRACTOR for directly related travel expenses in accordance with WSDOT travel policies. The maximum amount of travel expense allowed to be billed under this AGREEMENT shall not exceed Three Hundred Eighty Five Dollars and Fifty Cents (\$385.50).

3.3 The maximum amount payable for the entire AGREEMENT shall not exceed Nine Hundred Eighty Five Dollars and Fifty Cents (\$985.50).

3.4 No other compensation, expenses, or costs related to attending and participating in the conference or meeting will be allowed to be billed or paid under this AGREEMENT.

3.5 WSDOT will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the conference manager or meeting organizer. Payment shall be considered timely if made by the WSDOT within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

4.0 INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, officials, agents and employees of WSDOT, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

5.0 INDEPENDENT CAPACITY. The PARTIES intend that an independent contractor relationship will be created by this contract. The CONTRACTOR will not hold himself/herself out as, or claim to be an officer, employee, or agent of the WSDOT or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit which would accrue to such employee under law.

6.0 TAXES. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR

7.0 TERMINATION. WSDOT may terminate this AGREEMENT upon 30 days prior written notification to the CONTRACTOR. If this AGREEMENT is so terminated, WSDOT shall reimburse the CONTRACTOR for actual costs incurred and non-cancelable obligations as of the effective date of termination. The CONTRACTOR may terminate the AGREEMENT upon 30 days written notice to WSDOT but will not receive any reimbursement for costs already incurred and non-cancelable obligation as of the effective date of termination.

8.0 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement between the PARTIES. This AGREEMENT may be modified only by written agreement signed by both PARTIES.

9.0 AMENDMENTS. This AGREEMENT may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.

10.0 DISPUTE RESOLUTION

In the event that a dispute arises under this AGREEMENT, the PARTIES agree to participate in mediation prior to formal legal action.

11.0 VENUE

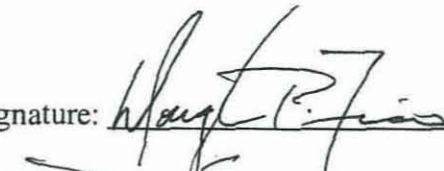
In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right of obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction in Thurston County.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the day and year written above.

Signature: 
Name: DONALD B. IVY
CONTRACTOR

4/20/07
DATE

542-60-2312
FEDERAL TAX ID
NUMBER
541888301

Signature: 
Name: DOUG FRECO
WSDOT

4/22/07
DATE