

AGREEMENT NUMBER Y-10403

This AGREEMENT is to be effective on this 27th day of March, 2008, between the State of Washington, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter "WSDOT", and Donald B. Ivy, hereinafter "CONTRACTOR", collectively "PARTIES" and individually "PARTY".

Contractor Name **Donald B. 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 plans to host a Tribal and Agency Leadership Consultation Meeting on April 1, 2008 in Vancouver, Washington, hereinafter referred to as "the meeting;" and

WHEREAS, WSDOT requires a facilitator to participate in the meeting; and

WHEREAS, CONTRACTOR has the needed qualifications to provided services as a facilitator and participate in the meeting.

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 GENERAL.

CONTRACTOR will provided services as a facilitator for the meeting and participate in the meeting that will be 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.

2.0 PAYMENT.

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

2.2 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 Five Hundred Eighty Dollars and Thirty Two Cents (\$580.32).

2.3 The maximum amount payable for the entire AGREEMENT shall not exceed Nine Hundred Eighty Five Dollars and Fifty Cents (\$1,180.32).

2.4 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.

2.5 WSDOT will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the 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.

3.0 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.

4.0 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.

5.0 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.

6.0 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.

7.0 ENTIRE AGREEMENT.

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

8.0 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.

9.0 DISPUTE RESOLUTION

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

10.0 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.

CONTRACTOR

WASHINGTON STATE

DEPARTMENT OF TRANSPORTATION

By: 
DONALD B. IVY

By: 
DOUGLAS P. FICCO

Date: 3/12/08

Date: 3-27-08