



**INTERAGENCY AGREEMENT**  
**Between**  
**WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**And**  
**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**  
**AGREEMENT NO. IA 921-019**

**THIS AGREEMENT** is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "State Parks," and Washington State Department of Transportation hereinafter referred to as "WSDOT".

**IT IS THE PURPOSE OF THIS Agreement** for WSDOT to utilize State Parks Arbor Crews to perform recreation site improvements, and non-routine facility and ground maintenance. All work will be identified in a task which shall be incorporated into this agreement by this reference.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

This Agreement provides the terms under which WSDOT will request Services, and State Parks' acceptance of said request.

WSDOT shall request Services in writing by email or verbally. Should the WSDOT make a verbal request, it shall be followed with email verification. The request for Services will specify the scope of work to be performed, estimated cost, and projected start date and end date. The Parties agree that WSDOT is not obligated to make any Services requests of State Parks.

It is the intent of the Parties that once a request for Services has been received by State Parks, the appropriate staff will determine, in a timely manner, the actual scope of work, estimated cost, start date and end date. Thereafter, State Parks shall either accept or decline to perform the Services by email to the Regional Coordinator. The Parties agree that State Parks shall only be required to perform the requested Services after first determining whether it has the necessary labor, equipment, and materials currently available to complete the Services within the time frame required by the WSDOT.

Should WSDOT request that Services be performed on lands owned by others, including but not limited to the United States Forest Service (USFS), U.S. Army Corp of Engineers (USACE), or private land owners adjacent to state-owned right of way, WSDOT will be responsible for obtaining all permits or permissions to authorize State Parks to do the Services.

WSDOT agrees that Services requests will be made to cover at least four (4) hours, and if possible, eight (8) hours to support efficiency in scheduling the arbor crew by State Parks.

The Parties agree that the scope of work for requested Services may be modified as needed in the field, by the State Parks crew to meet the needs of the task. State Parks shall notify the Regional Coordinator of the necessary modifications by telephone followed up by an email, explaining the change in Services and costs, as soon as feasible.

- All work will be conducted under task orders;

**RECEIVED ON**

**SEP 17 2019**

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**CONTRACTS AND  
PROCUREMENT**

- James Morin is the WSDOT representative for initiation of task orders;
- Mark Bibeau State Parks CFO is the signatory for State Parks

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by State Parks, and be completed on June 30, 2023, unless terminated sooner as provided herein. Agreement shall automatically expire on June 30, 2023, unless otherwise extended by amendment.

**PAYMENT**

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Three Hundred Thousand, and No/100ths Dollars (\$300,000.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates, attached and made part of this agreement as Attachment A.

**BILLING PROCEDURE**

State Parks shall submit billings quarterly on or before the following dates of each quarter to help WSDOT stay current: October 15<sup>th</sup>; January 15<sup>th</sup>; April 15<sup>th</sup>, and; July 15<sup>th</sup>.

Also, for clarity on the invoices, State Parks shall include work descriptions reference the Task Order number for each activity, to better help WSDOT connect the work with the Region and justify the payment. Task orders should be provided to the Arbor Crew when the request is generated by WSDOT, if not the crew can contact the person who requested the work and ask them for the Task number or use the attached map to identify the region the work is being done in and that region’s associated Task Order. The Map provided, attached and made part of this agreement as Attachment B, has the Task Order numbers listed to help associate Region and Task number.

Task Order #	Region
A1	Northwest
B1	North Central
C1	Olympic
D1	Southwest
E1	South Central
G1	Eastern State

State Parks billings shall be submitted to:

Washington State Department of Transportation  
 Maintenance Operations Division  
 310 Maple Park Ave SE  
 PO Box 47538, Olympia, WA 98504-7358

WSDOT's maximum amount payable to State Parks for all Services performed during each biennial Agreement term shall not exceed its biennial allocation.

State Parks understands and agrees that WSDOT's biennial allocation may change. WSDOT's available funds for this Agreement will be based on biennial allocations for the Services.

WSDOT will notify State Parks, in writing, of WSDOT's maximum Agreement funding for Services at the beginning of each biennium.

### **RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access 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 or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the state of Washington. 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 copyright, patent, register, and the ability to transfer these rights.

### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of 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.

### **AGREEMENT ALTERATIONS AND 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.

### **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other

party. If this Agreement is so 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.

## **INDEMNIFICATION**

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

## **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 these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **DISPUTES**

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 review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **GOVERNANCE**

This contract is entered into pursuant to and under 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.

In the event of 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:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**WAIVER**

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**PROJECT MANAGEMENT**

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for WSDOT is: James Morin, telephone: (360) 705-7803, email address: morinj@wsdot.wa.gov.

The Project Representative for State Parks is: Dave Cass, telephone: (360) 902-8606, email address: dave.cass@parks.wa.gov.

**Washington State Parks and Recreation Commission**

By: *Mark P. Shaw*

Title: Chief Financial Officer

Date: 9/12/19

Approved As To Form:  
William Van Hook  
Asst. Attorney General  
02/20/07

**Washington State Department of Transportation**

By: *James R. Whinn*

Title: Maint Operations Branch Dir R

Date: 9-12-19

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CONTRACTS AND  
PROCUREMENT

ATTACHMENT A  
STATE PARKS ARBOR PROGRAM

WAGES & EQUIPMENT COSTS

Exhibit A			
Washington State Parks Arbor Program			
Wages and Equipment Cost			
<i>Effective July 1st, 2019</i>			
		per hour rates	
		<u>Regular Rates</u>	<u>Overtime Rates</u>
Single Arborist Assessments	\$	100	\$ 135
2-Arborist Crew	\$	280	\$ 340
3-Arborist Crew	\$	360	\$ 455
4-Arborist Crew	\$	445	\$ 565
*** Add \$15 per hour per arborist surcharge to any rate when work is located in King County to cover year-round high lodging costs.***			
The "Single Arborist Assessments" rate is used for visits to bid jobs and for a single arborist to perform tree risk assessments. The minimum crew size for actual tree work is 2 arborists.			
Full crew is considered to be 2 or 3 arborists plus all associated equipment. The crew supervisors will staff the crew at their discretion and the planned number of arborists will be included in the bid.			
When the crew is asked to work overtime (OT) the rate will increase to \$355.00 per hour. OT most often occurs when an emergency request compels the crew to work in excess of 40 hours per week or when the crew is asked to work outside of their normal work days, Monday through Thursday. When OT occurs, time and a half is applied to the salary and benefits, but not to the fixed equipment, administrative overhead, travel, goods and services, etc. costs associated with the crew.			

# ATTACHMENT B

## DOT REGION MAP

Northwest Region A1	North Central Region B1	Olympic Region C1	Southwest D1	South Central E1	Eastern Region G1
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