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JUN 10 2019

CONTRACTS AND  
PROCUREMENT

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE  
RECREATION AND CONSERVATION OFFICE  
AND  
WASHINGTON STATE PARKS AND RECREATION COMMISSION  
RCO IAA No. 21-02 STATE PARKS No. 921-001**

**PARTIES TO THE AGREEMENT**

This Interagency AGREEMENT is made and entered into by and between the Washington State Recreation and Conservation Office, hereinafter referred to as "RCO," and the Washington State Parks and Recreation Commission, hereinafter referred to as "STATE PARKS," pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, STATE PARKS is granted authority for the No Child Left Inside, Outdoor Education and Recreation Grant Program (NCLI) through RCW 79A.05.351; and,

WHEREAS, STATE PARKS is in need of grant management support from RCO; and,

WHEREAS, STATE PARKS has agreed to reimburse RCO for grant management support;

NOW THEREFORE, pursuant to Chapter 39.34 RCW, the above recitals which are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

**PURPOSE**

The purpose of this Interagency Agreement is to provide funding to the RCO for implementation of the No Child Left Inside, Outdoor Education and Recreation Grant Program (NCLI).

**STATEMENT OF WORK**

RCO shall provide the tasks necessary to ensure the following services are provided for STATE PARKS and the NCLI grant program is managed per RCW 79A.05.351 and Chapter 352-80 WAC:

- Process development and implementation
- Program and Policy Manual #23 No Child Left Inside modifications and updates
- Advertise grant opportunity in collaboration with STATE PARKS communication staff
- PRISM database modifications and management
- Applicant and Sponsor assistance
- Application intake and review
- Advisory committee recruitment and recommendation to State Parks' Director
- Score and rank projects
- Refer project, policy, and procedure recommendations to State Parks' Director per WAC 352-80
- Negotiate and award contracts
- Update and maintain AG approved award contract
- Track project funding and progress
- Pay submitted invoices
- Produce application and program summary reports (e.g. applications summary, ranked list, funded projects metrics)

- Make one presentation to STATE PARKS – report on funded projects/new awards
- Collaborate with STATE PARKS communication staff on press releases and social media
- Coordinate next round application cycle

STATE PARKS shall provide the following services to RCO:

- Policy oversight and guidance
- Provide linkage and advertise grant opportunity as practical
- Appoint members to the Advisory Committee including one STATE PARKS representative
- STATE PARKS Director will approve the final ranked lists
- Provide answers to questions that arise from RCO's work in a timely matter.
- Provide payment to RCO within 30 days of invoice receipt.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Interagency Agreement shall commence on **July 1, 2019** or date signed, whichever is first, and will expire on **June 30, 2021**, except as clarified in this term below and/or unless terminated sooner or extended as provided herein.

**COMPENSATION**

STATE PARKS reimbursement to RCO shall not exceed One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00). RCO's administrative overhead will not exceed 10% of the total compensation. RCO will track time spent completing the STATEMENT OF WORK items and will only charge for staff salaries and benefits as the expenses occur. RCO shall bill STATE PARKS no less than quarterly. Both STATE PARKS and RCO agree to review RCO program expenditures at the end of each fiscal year.

Invoices from RCO for reimbursement shall be sent to Melinda Posner, STATE PARKS HQ at Mail stop 42650.

**ADMINISTRATION**

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

<b>Contract Manager for STATE PARKS:</b>	<b>Contract Manager for RCO:</b>
Melinda Posner Parks Planner Washington State Parks PO Box 42650 Olympia, WA 98504-2650 (360) 902-8671 Melinda.Posner@parks.wa.gov	Scott T. Robinson Deputy Director Recreation and Conservation Office PO Box 40917 Olympia, WA 98504-0917 360-902-0207 Scott.Robinson@rco.wa.gov

**DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from RCO, one representative from STATE PARKS, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.

Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

**TERMINATION**

Either party may terminate this AGREEMENT upon thirty (30) days written notice to the other party. In the event of termination of this AGREEMENT, the terminating party shall be liable only for performance rendered prior to the effective date of termination.

**CHANGES, MODIFICATIONS, AND AMENDMENTS**

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both parties hereto.

**EXECUTION**

We, the undersigned, agree to the terms of the foregoing Agreement.

**WASHINGTON STATE PARKS AND RECREATION COMMISSION**

**STATE OF WASHINGTON RECREATION AND CONSERVATION OFFICE**

  
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\_\_\_\_\_

Signature

Signature

Mark Bibeau  
\_\_\_\_\_  
Print Name

Scott T. Robinson  
\_\_\_\_\_  
Print Name

CFO  
\_\_\_\_\_  
Title

6/10/19  
\_\_\_\_\_  
Date

Deputy Director  
\_\_\_\_\_  
Title

6/6/19  
\_\_\_\_\_  
Date

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