

**STATE OF WASHINGTON  
INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE PARKS AND RECREATION COMMISSION  
AND  
WASHINGTON STATE LIBRARY  
FOR  
LIBRARY-BASED STATE LANDS ACCESS PASS  
DECEMBER 2018 – JUNE 2021**

RECEIVED ON

JAN 09 2019

Parks and Recreation Agreement Number: IA 719-317  
State Library Agreement Number: I-6343

CONTRACTS AND  
PROCUREMENT

This Interagency Agreement ("Agreement") is made and entered into by and between the Washington State Parks and Recreation Commission and the Washington State Library, all agencies of the State of Washington, and hereinafter referred to as "PARKS" and "LIBRARY", respectively, pursuant to the authority granted by Chapter 39.34 RCW. The Agreement also relies in part on the authority of the Discover Pass, which is created in state law at Chapter 79A.80 RCW.

**Term:** The term of this Agreement commences December 1, 2018, or upon last date of signature (whichever is latest), and expires June 30, 2021, unless amended in writing by the parties hereto.

### **SPECIAL TERMS AND CONDITIONS**

#### **Section 1. Program Name and Purpose**

The program may be called 'Check Out Washington.' The purpose of the program is to increase accessibility to and appreciation of state-operated public lands by making access passes available through public libraries. The access passes may be accompanied by interpretive-and/or recreation-based backpacks and respective materials. Intended outcomes of the program include:

- increased family engagement from participating library communities at state lands
- increased awareness by individuals that state lands are open to them
- increased appreciation of participating libraries as institutions that promote cultural engagement in their communities by lowering or erasing barriers for first time users at cultural institutions.

#### **Section 2. Definitions**

**Backpack Program:** Backpacks, interpretive and recreational materials intended for loan through public libraries to borrowers to complement and enhance their appreciation of visits to public lands. Examples of materials that may be included are interpretive guides, binoculars, toys, games and a Library Discover Pass.

**Library Discover Pass:** A version of the Discover Pass intended for distribution through public libraries that provides access to state-managed public lands. It is created as a multi-vehicle pass under the authority of Chapter 79A.80.020 RCW. The Library Discover Pass will consist of a modified 8.5" h x 4" w, full color, durable Discover Pass with the word 'LIBRARY' printed or affixed over the license plate boxes, and an activation/expiration sticker for the following year, as it appears in concept in the Appendix or as otherwise may be modified by PARKS in its sole discretion.

**Participating Libraries:** Any public library located within the State of Washington that loans materials to registered borrowers at no charge.

### **Section 3. Agency Roles**

Each agency contributes to program management and provides staffing for this function.

#### **3.A. State Parks and Recreation Commission**

PARKS plays a lead role in the implementation of program tasks and is the lead agency for production, distribution, logistics and reporting for the Library Discover Pass.

In addition, PARKS will:

1. Produce annual Library Discover Passes for distribution to participating libraries, each pass shall cost fifty dollars (\$50) per year and be paid to PARKS by each participating library or other funding source.
2. Share proceeds from the sale of the Library Discover Pass with participating Discover Pass agencies (WDFW/DNR), according to the Interagency Agreement in effect between the agencies.
3. Coordinate communications with participating agencies (WDFW/DNR) and enforcement staff.
4. Work with LIBRARY on public information through the PARKS Communications Office.
5. Work with LIBRARY on developing a borrower survey questionnaire.

#### **3.B. Washington State Library**

LIBRARY contributes towards implementation of program tasks and is the lead agency for production, distribution, logistics and reporting for the backpack program.

In addition, LIBRARY will:

1. Execute agreements with participating libraries, addressing in part security of the physical Library Pass (requiring safekeeping at the service counter) and other tips and requirements for a successful lending program.
2. Maintain replacement information for materials which come back damaged on the Washington State Library "Check out Washington" project page.
3. Facilitate distribution of backpacks, contents and other supplies to participating libraries.
4. Work with PARKS on developing a borrower survey questionnaire.

5. Gather, tabulate and share with PARKS the borrower survey results on usage and satisfaction, using SurveyMonkey or another tracking system.
6. Work with PARKS on public information through the Secretary of State's Public Affairs office.

#### **Section 4. Pilot Program**

1. The Pilot Program will consist of approximately five (5) public libraries comprising fifty (50) public library outlets participating on a one-year trial basis, starting approximately March 2019.
2. The Pilot Program may be continued and/or gradually expanded based upon satisfactory results from the borrower survey, satisfactory funding for the backpacks and other program materials, satisfactory performance by both parties according to respective duties outlined in this agreement and as otherwise may be mutually agreed between the parties.
3. Program continuation and/or expansion may be authorized subject to written agreement between the respective Project Managers identified in this agreement, provided there are no fiscal impacts or charges between the parties hereto. Any fiscal impact will require an amendment between the parties clearly describing the nature and extent of the impact(s).

#### **Section 5. Billing and Cost Sharing**

PARKS will invoice participating libraries for the cost of the annual Library Discover Pass, and collect and deposit funds into the Recreation Access Pass Account. LIBRARY will recover its costs, if any, directly from participating libraries.

#### **Section 6. Project and Contract Management**

The project manager 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 Manager for Parks is:**

Tom Oliva  
Washington State Parks and Recreation Commission  
MS 42650  
1111 Israel Road SW  
Tumwater, WA 98501-6512  
(360) 902-8667  
Tom.Oliva@parks.wa.gov

##### **The Project Manager for State Library is:**

Carolyn Petersen  
Washington State Library  
MS 42460  
6880 Capitol Blvd SE  
Tumwater, WA 98501-5513

(360) 570-5560  
Carolyn.Petersen@sos.wa.gov

The contract manager for each of the parties shall be responsible for overseeing the contract requirements.

**The Contract Manager for Parks is:**

Todd Tatum  
Washington State Parks and Recreation Commission  
MS 42650  
1111 Israel Road SW  
Tumwater, WA 98501  
(360) 902-8631  
Todd.Tatum@parks.wa.gov

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Carolyn Petersen  
Washington State Library  
MS 42460  
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Tumwater, WA 98501-5513  
(360) 570-5560  
Carolyn.Petersen@sos.wa.gov

END OF SPECIAL CONDITIONS

## GENERAL TERMS AND CONDITIONS

### PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130.

### BILLING PROCEDURE

Payment from any Agency to another will be made by warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

### AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by each of the Agencies.

### ASSIGNMENT

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

### DISALLOWED COSTS

The Agencies are responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors, if any, and agreed to by the Agencies.

### DISPUTES

In the event that a dispute under this Agreement arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective Agency. If a dispute is not resolved by the Program, the matter will be escalated to the head of each agency (or their designee) and after their consideration the dispute remains, it shall be determined by a Dispute Board in the following manner: Each Agency 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, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the Agencies hereto. As an alternative to this process, either of the Agencies may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

### GOVERNANCE

This Agreement 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. Scope of Work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

#### INDEPENDENT CAPACITY

The employees or agents of each of the Agencies who are engaged in the performance of this Agreement shall continue to be employees or agents of that Agency and shall not be considered for any purpose to be employees or agents of the either of the other Agencies.

#### RECORDS MAINTENANCE

The Agencies to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either Agency in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of all Agencies, other personnel duly authorized by either of the Agencies, 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 Agencies shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any media, furnished by any Agency to this agreement to the other Agencies, will remain the property of the furnishing party, unless otherwise agreed.

#### RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by Title 17 USC and shall be owned by the Agencies. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs (excluding WILD), films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

#### 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.

#### TERMINATION FOR CONVENIENCE

Any of the Agencies may terminate or amend this Agreement upon 90-days prior written notification to the other Agencies, or with less notice by mutual agreement of all Agencies. If this Agreement is so terminated, the Agencies 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.

TERMINATION FOR CAUSE

If for any cause, any party does not fulfill in a timely and proper manner its obligations under this Agreement, or if any party violates any of these terms and conditions, the aggrieved Agency will give the other Agencies written notice of such failure or violation. The responsible Agency will be given the opportunity to correct the violation or failure within 30-working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved Agency to the other.

WAIVER

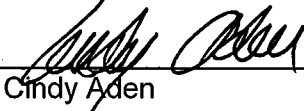
A failure by any of the Agencies to exercise its rights under this Agreement shall not preclude that Agency from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of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

ALL WRITINGS CONTAINED HEREIN

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

IN WITNESS WHEREOF, the Agencies have executed this AGREEMENT.

**STATE OF WASHINGTON**  
WASHINGTON STATE LIBRARY

BY:   
Cindy Aden

TITLE: State Librarian

DATE: 4<sup>th</sup> Jan -18

**STATE OF WASHINGTON**  
PARKS AND RECREATION COMMISSION

BY:   
Mark Bibeau

TITLE: Chief Financial Officer

DATE: 1/02/19

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JAN 09 2019  
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Appendix 1 – Sample Library Pass (conceptual and not to scale)

(Measures 4" x 8.5")

SAMPLE Library Pass