



**INTERAGENCY AGREEMENT**  
**Between**  
**WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**And**  
**WASHINGTON DEPARTMENT OF FISH & WILDLIFE**  
**AGREEMENT# IA911-440**

**RECEIVED**  
 JUN 01 2011  
**CONTRACTS**

**THIS AGREEMENT** is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and the Washington Department Of Fish & Wildlife hereinafter referred to as the "CONTRACTOR".

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

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

**STATEMENT OF WORK**

The CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth herein.

**CONTRACTOR shall provide the following:**

1) Provide commissioned staff to emphasize compliance with state boating safety equipment and operational regulations during scheduled patrols. The emphasis will be during the periods when prime boating activities occur on Fridays, Saturdays, Sundays, and summer holidays. Emphasis will be for compliance with the requirements in:

- RCW 79A.60 - *Regulation of Recreation Vessels*
- RCW 88.02 - *Vessel Registration*
- RCW 46.12.300 & .310 - *Serial Numbers . . . watercraft*
- WAC 308-93 - *Vessel Registration and Certificates of Title*
- WAC 352-60 - *Recreational Vessel Equipment and Operation*
- WAC 352-66 - *Uniform Waterway Marking System*
- WAC 352-67 - *Vessel Sound Level Measurement Procedures*
- WAC 352-70 - *The State Boating Accident Reporting Program*
- WAC 352-78 - *Boating Safety Education Program*

In the performance of program activities, CONTRACTOR shall follow the guidelines found in WAC 352-65-040 - *Boating Safety Program Approval* to ensure statewide program performance and continuity of work. Patrol activities will be scheduled in consideration of local County and City law enforcement agency boating patrols to achieve the best uniform coverage with existing scheduled patrols by their boating safety programs.

2) Complete written vessel inspections to document contacts and compliance with all equipment and operational boating regulations.

3) Include materials on safe boating practices, boat equipment requirements, and general safety topics as found in COMMISSION publications and national publications on recreational boating in education when events such as youth training, outdoor events, services.

4) Report boating education and enforcement activities on a quarterly basis using forms provided by the COMMISSION, to include supporting documentation. Reports will be due the 15th of the month following the close of the quarter; April 15th, July 15th, October 15th, and January 15th. Reports will include the following documents:

- a. The *Washington State Vessel Inspection* to record contacts with boating operator/owners, or an equal vessel inspection form developed by CONTRACTOR that is acceptable to the COMMISSION.
- b. The *Summary of Activities Report* to record & document quarterly boating education and enforcement activities.

5) CONTRACTOR will follow requirements in RCW 79A.60.200, .210, and .220, and WAC 352-70 for completion and submittal of *Boating Accident Reports* and investigation reports.

6) CONTRACTOR will keep records for six (6) years to document program work in event of state and federal audits. Records include written vessel inspections, vessel patrol logs for contacts, date, contacts, officer names and area of patrol to be provided on request.

**COMMISSION shall provide the following:**

- 1) Forms to document boating education and enforcement activities including:
  - a. Washington State vessel inspection forms to document contacts with boat operators for compliance with boating regulations.
  - b. *Summary of Activities Report* to record boating enforcement contacts during on-the-water patrols and education contacts at public activities, events, and presentations of boating education materials.
  - c. Vessel inspection decals to document inspected vessels.
  - d. Other documents, handouts and materials necessary to document work performance.
- 2) Brochures with boating safety information for use when making boating enforcement contacts and when conducting public activities, events, and presentations, to include:
  - a. *Adventures in Boating Handbooks*, *Mandatory Boater Education* brochures, other COMMISSION brochures and materials available through the Department of Printing Fulfillment Center.
  - b. Other handout materials to promote safe recreational boating.
- 3) Provide training support for training CONTRACTOR staff:
  - a. Train new officers in the course *Basic Marine Law Enforcement, CJTC 0460*, including handout and training materials, equipment, lesson plans and instructor services. Training courses will be conducted in cooperation with the COMMISSION.
  - b. Train officers to become instructors in the public eight hour course *Adventures in Boating* course to meet mandatory boater education requirements.

**COMMISSION and CONTRACTOR agree as follows:**

- 1) A performance evaluation will be conducted by both parties to evaluate the project's accomplishments at the conclusion of the agreement.
- 2) That no indirect costs will be charged to the awarded amount for the performance of the activities in the Scope of Work.
- 3) Billing will be a maximum of \$100,000.00 per fiscal year.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed on June 30, 2013, unless terminated sooner as provided herein. Agreement shall automatically expire on June 30, 2013, 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 **Two Hundred Thousand and No/100ths Dollars, (\$200,000.00)**. 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.

**BILLING PROCEDURE**

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, 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.

**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 WDFW is: Bruce Bjork, Assistant Director; Chief, Enforcement Program, 1111 Washington Street SE, Olympia, WA 98501-1051, Phone (360) 902-2373

The Project Representative for PARKS is: Mark Kenny, Marine Law Enforcement Specialist, PO Box 42650, Olympia WA 98504-2650, Phone (360) 902-8835

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**Washington State Parks and Recreation Commission**

**Washington Department of Fish and Wildlife**

By: *Mark E. Beland*

By: *Kim A. Stone*

Title: ADMINISTRATOR, FINANCIAL SVC

Title: Em. Asst. Manager

Date: 6/9/11

Date: 5/25/11

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

**RECEIVED**  
  
JUN 01 2011  
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