

WDFW # 17-09652



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

RECEIVED ON

OCT 19 2017

AGREEMENT NO. WR 719-069

**CONTRACTS AND
PROCUREMENT**

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 Department of Fish and 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 State 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.

The Contractor shall perform the following work or provide the following services in the order shown up to the maximum cost for the period December 1, 2017 through April 15, 2018:

ENFORCEMENT AND EDUCATION SERVICES

Provide enforcement and education services regarding provisions of RCW 46.10 *et seq.* and RCW 79A.05 *et seq.* at the following locations:

For the Department of Fish & Wildlife Region 4, including Sno-Parks within Whatcom and Skagit counties. **\$10,000.00** maximum (**\$5,000.00** SM 16600 and **\$5,000.00** WR 16100).

The Contractor represents and warrants that they have law enforcement authority or is party to a mutual aid agreement or letter of authorization to enforce state law generally, and the provisions of RCW 46.10 *et seq.* and RCW 79A.05 *et seq.*, specifically.

Contractor shall coordinate activities with the U.S. Forest Service contact: Nikolai Ferrell at (360) 854-2610, or by email at: nferrell@fs.fed.us to ensure both parties (Contractor and U.S. Forest Service) make coordinated visits on alternate days to optimize education and enforcement 'on-the-ground' public presence at designated Sno-Parks within Whatcom and Skagit counties.

PAYMENT, REPORTING AND RECORDS REQUIREMENTS

To apply for payment, Contractor must submit completed clean originals of the following documentation and information to State Parks Representative, which are incorporated by this reference:

- a) An invoice voucher, FORM A19-1A (provided by State Parks), containing a statement of the Contractor's charges in providing services; and
- b) Daily law enforcement activity logs, FORM WR-207 (provided by State Parks).

When the services specified herein have been performed and accepted as satisfactory by State Parks and the above mentioned documentation has been received by State Parks Representative, State Parks shall render payment to the Contractor. Payment may be provided to the Contractor once a month. Contractor shall submit the documents required for payment on or before the tenth (10th) day of each month following the first month of services.

Contractor shall compile and maintain complete, detailed and accurate records and accountings of all funds expended under this agreement, and shall make such records and accountings available to State Parks, or to any other agency of the State of Washington responsible for reviewing or auditing State Parks transactions, for audit purposes at any time during the term of this agreement, and for a period of six (6) years thereafter.

Contractor shall file with State Parks a completed original Project Summary Report, FORM WR-201 for Section 1 and law enforcement season totals log, FORM WR-208, which reports will be provided by State Parks, not later than **April 15th** each year of the agreement, or within 15 days of termination of this agreement if sooner.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on signature by State Parks, and be completed on **April 15, 2018**, unless terminated sooner as provided herein. Agreement shall automatically expire on **May 31, 2018**, 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 for the 2017/2018 Winter Seasons will not exceed **Ten Thousand, and No/100ths Dollars (\$10,000.00)**. 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 that will cause the maximum payment to be exceeded. Any additional services provided by the Contractor must have the prior written approval of State Parks. For each ensuing Winter Season of the Contract, an amendment shall be written and mutually agreed upon. Compensation for services shall be based on the rates and in accordance with the Statement of Work.

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 State 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

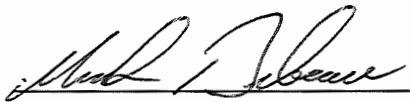
The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for Contractor is: Wendy Kovach, Grants and Contracts Coordinator, 600 Capitol Way, Olympia, WA 98501-1091, telephone (360) 902-8360, e-mail address: wendy.kovach@dfw.wa.gov.

The Project Representative for State Parks is: Jason Goldstein, PO Box 42650, Olympia, WA 98504-2650, telephone (360) 902-8662, e-mail address: jason.goldstein@parks.wa.gov.

IN WITNESS WHEREOF, the parties have executed this Agreement.

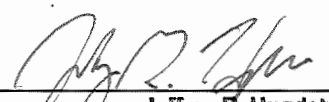
Washington State Parks and Recreation Commission

By: 

Title: Chief Financial Officer

Date: 10/19/17

Washington State Department of Fish and Wildlife

By: 

Title: Jeffrey R. Hugdahl
Contracts and Purchasing Manager

Date: 10/9/17

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

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