



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
PETER GOLDMARK, Commissioner of Public Lands**

**INTERAGENCY AGREEMENT WITH WASHINGTON STATE  
PARKS AND RECREATION COMMISSION**

**DNR Agreement No. IAA 13-045**

**PARKS Agreement No. IA 113-152**

This Agreement is between Washington State Parks and Recreation Commission, otherwise referred to hereinafter as PARKS and the Washington State Department of Natural Resources, otherwise referred to as DNR.

The DNR is under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and PARKS enter into this agreement under Chapter 39.34, Inter-local Cooperation Act.

The purpose of this Agreement is for the DNR to provide PARKS with vehicle and/or equipment preventative maintenance, repair, and fabrication services pursuant to the authority contained in RCW 39.34.080.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree as follows

**IT IS MUTUALLY AGREED THAT:**

**1. Statement of Work.**

As staffing and facilities permit, the DNR will provide Preventative Maintenance and repair services for PARKS vehicles and equipment on an as needed basis.

Emergency repairs to DNR vehicles and/or equipment will take precedence over all other maintenance or repair services.

When possible, PARKS will provide the DNR with advance notice of preventative maintenance and/or repair needs.

DNR will furnish the necessary personnel, equipment, material and/or services necessary to performing the work set forth in this Agreement.

DNR will provide PARKS with cost estimates prior to completing the work.

DNR will record all labor and materials on to work orders for any work performed on PARK'S vehicles. This information will be made available to PARKS upon request.

DNR will provide a 90 day labor warranty (from the date work was performed) on all services provided. The manufacturer's warranty will apply to all parts. The work must be performed in a DNR shop and cannot exceed the regular cost of repairs. Warranties do not include wear items or damage caused by negligence or subsequent failed parts.

PARKS may have their vehicles / equipment serviced and/or repaired at the following DNR Shops:

- Tumwater  
821 88<sup>th</sup> Ave SE  
Tumwater, WA 98501  
Phone – 360-902-1380  
Labor Rate - \$72.00 per hour
  
- Little Rock (*Cedar Creek Correctional Camp*)  
12200 Bordeaux Road  
Littlerock, WA 98501  
Phone – 360-359-4050  
Labor Rate - \$67.00 per hour
  
- Castle Rock  
601 Bond Road  
Castle Rock, WA 98611  
Phone – 360-577-2025  
Labor Rate - \$72.00 per hour
  
- Yacolt (*Larch Correctional Camp*)  
15314 NE Dole Valley Road  
Yacolt, WA 98675  
Phone – 360-260-6286  
Labor Rate - \$67.00 per hour
  
- Forks (*Olympic Correctional Camp*)  
11235 Mainline Road  
Forks, WA 98337  
Phone – 360-374-8214  
Labor Rate - \$67.00 per hour
  
- Ellensburg  
713 Bowers Road  
Ellensburg, WA 98926  
Phone - 509-925-8522  
Labor Rate - \$72.00 per hour
  
- Colville  
225 South Silke Road  
Colville, WA 99114  
Phone – 509-684-7474  
Labor Rate - \$72.00 per hour
  
- Sedro Woolly  
919 North Township St

Sedro Woolly, WA 98284  
Phone – 360-856-3500  
Labor Rate - \$72.00 per hour

**2. Terms and Conditions.**

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

**3. Period of Performance.**

The period of performance of this Agreement shall commence on date of signature, and continue through June 30, 2015, unless terminated sooner as provided herein.

**4. Payment.**

Payment for the work provided is in accordance with RCW 39.34.130. The hourly labor rates listed above will be charged for all work performed. In addition, all parts will be charged at actual costs, plus a 25% markup

**5. Billing Procedures.**

DNR will submit invoices to PARKS upon completion of the work.

**Invoices will be submitted to:**

Motor Pool Services - Attention: Gary Roundy  
Washington State Parks & Recreation Commission  
1111 Israel Road SW  
PO Box 42650  
Olympia, WA 987504-2650  
Parks DL Contracts & Procurement@parks.wa.gov

PARKS will process warrant or account transfer payable to the DNR within 30 days of receipt of the invoice. Upon the expiration of this contract, any claim for payment not already made shall be submitted within 30 days of the expiration date of this contract.

**6. Records Maintenance.**

DNR shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by DNR to provide these services. These records shall be available for inspection, review, or audit by PARKS personnel, or other personnel authorized by the PARKS, the Office of the State Auditor, and as authorized by law. DNR shall keep all books, records, documents, and other material relevant to this Agreement for six years after the expiration of this agreement. The Office of the State Auditor, and any persons authorized by the parties shall have full access to 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 this material to any third parties without first notifying the furnishing party and giving it a reasonable

opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**7. Rights to Data.**

Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by the U.S. Copyright Act of 1976 and shall be equally owned by the DNR, and PARKS. Data shall include, but is 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 use, copyright, patent, register and the ability to transfer these rights.

**8. Independent Capacity.**

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

**9. Amendments.**

This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

**10. Termination.**

Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

**11. 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 the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

**12. Disputes.**

If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this Agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

**13. Governance.**

This contract is entered into 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.

If there is 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:

- (1) Applicable State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

**14. Assignment.**

The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

**15. Waiver.**

A party that fails to exercise its rights under this Agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to the original agreement.

**16. Severability.**

The provisions of this Agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

**17. Insurances.**

The PARKS and DNR are part of the State of Washington and are protected by the State's self-insurance liability program as provided by Chapter 4.92 RCW. These agencies have entered into this Agreement to provide vehicle / equipment maintenance and repair services as described therein. This agreement will terminate on the date listed in the period of performance. The agencies agree to share responsibility equally for losses that arise out of this Agreement. No party to this Agreement shall be responsible for the acts and / or omissions of entities or individuals not a party to this Agreement.

Furthermore, the DNR and PARKS are covered by tort liability provisions in the state statute. It is understood that each is a party to this agreement and will be assigned and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. The DNR and PARKS agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents and employees from any and all claims, costs, damages and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this Agreement.

**18. Complete Agreement in Writing.**

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

**19. Contract Management.**

The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the designated project coordinator. Both parties are responsible for ensuring this information is current at all times.

**20. Project Coordinators.**

- (1) PARKS Vehicle Coordinator:  
Gary Roundy  
1111 Israel Road SW  
PO Box 42650  
Olympia, WA 98504-2650  
Phone - 360-902-8570  
Fax - 360-664-0278  
Gary.Roundy@parks.wa.gov
  
- (2) DNR Project Coordinator:  
Curt Vaughn  
821 88<sup>th</sup> Ave SE  
Tumwater, WA 98501  
Phone - 360-902-1368  
360-586-0068 Fax  
Curtis.Vaughn@DNR.wa.gov

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

**Washington State Parks and Recreation  
Recreation Commission**

**State of Washington  
Department of Natural Resources**

\_\_\_\_\_  
SIGNATURE / DATE

\_\_\_\_\_  
SIGNATURE / DATE

ILENE FRISCH  
NAME

WILLIAM J FRARE  
NAME

ASSISTANT DIRECTOR ADMINISTRATION 902-8521  
TITLE / PHONE

DIVISION MANAGER – ENGINEERING 902-1199  
TITLE / PHONE