INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
Hood Canal Salmon Enhancement Group

AGREEMENT# IA 113-154

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Hood Canal Salmon Enhancement Group 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 to provide assistance for fish and wildlife habitat work, including but not limited to surveys, assessments, studies, and correcting fish passage barriers.

Washington State Parks recognizes that it can play a critical role in salmonid recovery by providing fish passage, since many State parks have fish bearing streams with high quality habitat. In recent years, State Parks contracted with the WA Department of Fish and Wildlife (WDFW) to conduct an inventory and associated habitat assessments on State Park lands in order to identify and prioritize fish passage barriers for correction.

Washington State Parks has on its lands a number of culverts that are blocking passage for juvenile and adult salmon to substantial habitat. State law and recent federal court proceedings, require the state to repair and correct culverts which block fish passage.

A prioritized list of barriers for correction has been established and funds are now available for design, permitting and construction.

Work will be executed by individual Task Orders to this agreement.

Funding

Funding for the individual Task Orders executed under this agreement may be from several sources; including, but not limited to: capital, operating, private, and federal and state grants. Parks is seeking creative ways to efficiently meet the project purpose/need and reduce costs while meeting its legal and stewardship obligations and responsibilities.

Service Agreement Guidelines and Commitments

Due to the nature of this contract as providing “on-call” services, Parks and the Contractor agree that prior to authorizing any work under this contract; the following elements will be discussed and agreed to:

- Each item of work to be executed under this agreement will be through a written Task Order.
- Each Task Order will be individually negotiated with the Contractor.
- Each Task Order will be considered a separate contract, identifying the maximum amount authorized, start date and end date, scope of work, and deliverables specific to the task.
- Unless otherwise negotiated, each Task Order will be submitted to Parks within ten (10) business days of receipt of the scope of services for said task.
- Each Task Order submittal shall include the Contractor's proposed schedule for completing said work. If the proposed schedule is not acceptable to Parks and agreement cannot be reached on a new schedule, then the Parks retains the right to not to execute the Task Order with the Contractor and to seek other professional services, as it deems necessary.
- The terms of the Task Order cannot be modified without written approval from Parks and the Contractor. Any work performed outside of the terms and conditions of the Task Order will not be considered for reimbursement.
- The Task Order allows the contractor to employ the necessary sub contractors as needed in order to provide or facilitate the execution of professional services within agreed to timelines and conditions and to prepare the necessary products, permits and other deliverables to be provided to the Commission for the project assigned.
- Parks and Contractor will agree to meet in-person (and/or telephonically) on a case by case basis, discuss project objectives and deliverables, compensation terms and project timelines, including initial site visits, as needed.
- The Task Order shall stipulate points of contact, lead staff and communication methods and schedules to be applied to the project .
- The task order shall identify the estimated budget allocated by Parks to the Contractor for the assigned project. Requests to exceed total project budget and/or modification of agreed upon deliverables must be agreed to by the parties to this agreement and be in writing by Parks.
- An updated fee schedule shall be submitted to Parks on an annual basis for consideration and approval. The approved all-inclusive (direct labor, overhead and fee) hourly billing rates will be negotiated and approved by Parks on a yearly basis prior to submitting any billing at higher rates.
- Travel expenses will be reimbursed at the approved state per-diem rate, with no Contractor mark-up. Receipts are required for all lodging expenses and will be attached to all invoices. Meals will be reimbursed at the approved state per-diem rate. Receipts for meals are not required.
- Expenses for any reimbursable (including postage) shall not have any Contractor mark-up.

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, 2017, unless terminated sooner as provided herein. Agreement shall automatically expire on June 30, 2017, 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 agree that compensation will be provided only through individual Task Orders. Payment for satisfactory performance of the work shall not exceed the amount specified within each Task Order unless the parties mutually agree to a higher amount prior to the commencement of any such 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 CONTRACTOR is: Neil Werner, Executive Director, Hood Canal Salmon Enhancement Group, telephone (360) 275-3575, and e-mail address: neil@hcseg.org.

The Project Representative for PARKS is: Deb Petersen, Environmental Planner, Washington State Parks and Recreation Commission, telephone (360) 902-8634, e-mail address: deb.petersen@parks.wa.gov.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Parks and Recreation Commission

By: _____

Title: ASSISTANT DIRECTOR

Date: 8/6/12

Hood Canal Salmon Enhancement Group

By: _____

Title: EXEC. DIRECTOR

Date: 7-31-12

RECEIVED ON

AUG 06 2012

CONTRACTS AND PROCUREMENT

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

Cost Code: Assigned Per Task Order

EXHIBIT A
SAMPLE TASK ORDER FORM

WASHINGTON STATE PARKS

TASK ORDER

TASK ORDER NUMBER:	CONTRACT NUMBER:

This Task Order is issued under the provisions of a CONSULTANT contract. The services authorized are within the scope of services set forth in the Purpose of the contract. All rights and obligations of the parties shall be subject to and governed by the terms of the contract, including any subsequent modifications, which are hereby incorporated by reference.

PARK NAME:

PROJECT NAME (As shown on Capital Cost Code list):

STATEMENT OF WORK:

DELIVERABLE(S) AND DUE DATE(S):

Deliverables are subject to review and approval prior to payment.
(Attach additional sheets if necessary)

TASK START DATE		TASK END DATE	

BUDGET

	DESCRIPTION / TASK	QUANTITY	UNIT (HRS.)	UNIT COST	TOTAL
1.					
2.					
	AGENCY shall pay an amount *not to exceed*				

Both the Agency and the Contractor are responsible for ensuring Task performed is within the scope of this Task Order. The Agency must monitor proper compliance with the terms of this Task Order and RCW 39.29. Any Changes or amendments to this Task Order must be in Writing and Approved by the Agency.

IN WITNESS WHEREOF, the parties have executed this Task Order.

CONTRACTOR		**AGENCY Approval**	
CONTRACTOR AUTHORIZED REPRESENTATIVE SIGNATURE:	DATE:	AGENCY Approval:	DATE:
TASK MANAGER (Print Name):		PROJECT REPRESENTATIVE (Print Name):	
TELEPHONE NUMBER:		TELEPHONE NUMBER:	
EMAIL:		EMAIL:	

R-136 (10/2003)

Cost Code: Assigned Per Task Order