

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

**MASTER INTERAGENCY AGREEMENT WITH WASHINGTON STATE PARKS  
and RECREATION COMMISSION  
FOR UTILIZATION OF OFFENDER CREWS**

**DNR Agreement No. IA 12-101  
Parks No. IA 113-024**

This Agreement is between the Washington State Parks and Recreation Commission, referred to as WSP&RC, and the Washington State Department of Natural Resources, referred to as DNR.

The DNR and WSP&RC enter into this Agreement under authority of the Interlocal Cooperation Act, RCW Chapter 39.34.

The purpose of this Agreement is to provide DNR camp crew labor for WSP&RC projects and to specify terms and conditions for this arrangement.

**IT IS MUTUALLY AGREED THAT:**

**1.01 Statement of Work.** DNR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work pertaining to the use of DNR camp crew labor at specific WSP&RC sites as set forth in Project Plans using the format shown in Attachment A. Work under this Agreement shall consist of habitat enhancement, rehabilitation, access improvements and other work as determined by local managers of WSP&RC parks, access areas and other sites. DNR will provide one or more camp crews on a pre-arranged schedule. Each crew will consist of 10 offenders more or less, and be supervised by a DNR forest crew supervisor. DNR will provide regular transportation, tools and equipment.

**2.01 Period of Performance.** The period of performance of this Agreement shall begin on July 1, 2011, and end on June 30, 2013, unless terminated sooner as provided herein.

**3.01 Payment.** Authority for payment for work provided under this Agreement is established under RCW 39.34.130. Work projects to be accomplished will be based on Project Plans as described in Attachment A. The terms and conditions of this interagency agreement apply to each Project Plan.

- 1) WSP&RC will reimburse DNR for actual labor costs and mileage including the crew supervisor's salary and benefits, inmate gratuities, vehicle mileage, and costs specified in the Project Plans.
- 2) Specialized tools and equipment needed to do the work may require additional costs (for example, equipment that must be rented). In this case DNR will obtain approval from the WSP&RC contact in advance, pay for the tools or equipment, and include as a

line item in invoices submitted to WSP&RC.

- 3) Work outside the camps' working circle requiring overnight stays may require additional costs for corrections officers. In this event DNR will obtain approval from the WSP&RC contact in advance, pay for the corrections officers, and include it as a line item in invoices submitted to WSP&RC.

**4.01 Billing Procedures.** DNR shall submit invoices monthly following any month in which billable work was accomplished. Payment to the DNR for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the contract expires, 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.

**5.01 Records Maintenance.** DNR shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by DNR in providing the services. These records shall be available for inspection, review or audit by personnel of the WSP&RC, other personnel authorized by the WSP&RC, and the Office of the State Auditor, as authorized by law. DNR shall keep all books, records, documents, and other material relevant to this Agreement for six years after Agreement expiration. 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.

**6.01 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 jointly owned by DNR and WSP&RC. 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 use, copyright, patent, register and the ability to transfer these rights.

**7.01 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.

**8.01 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.

**9.01 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.

**10.01 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.

**11.01 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.

**12.01 Governance.** This contract is entered into 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.

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(s) of Work; and
- 3) Any other provisions of the Agreement, including materials incorporated by reference.

**13.01 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.

**14.01 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 his Agreement.

**15.01 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.

**16.01 Insurance.** DNR and WSP&RC are part of the State of Washington and protected by the State's self-insurance liability program as provided by Chapter 4.92.130. DNR and WSP&RC have entered into an Agreement to provide the services herein. This Agreement will terminate on the date listed in the period of performance.

Each party to this Agreement 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 WSP&RC 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.

**17.01 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.

**18.01 Contract Management.** The contract manager for each of the parties shall be the project coordinators listed in section 19.01 of this Agreement. All communications and billings will be sent to the project coordinators.

The contacts listed in Attachment A are responsible for coordinating work on individual projects, scheduling, tracking expenses, and generating billings.

**19.01 Project Coordinators.**

The Project Coordinator for WSP&RC is:  
Lynn Nordloh, Assistant Region Manager  
Telephone number 360-956-4815  
Email Lynn.Nordloh@PARKS.WA.GOV

The Project Coordinator for DNR is:  
Jim Sweeney, Camps Program Manager  
Telephone number 360-902-1046  
Email JAMES.SWEENEY@dnr.wa.gov

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

WASHINGTON STATE PARKS & RECREATION COMMISSION

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Print Name: Ilene Frisch

Title: Director of Administration Finance & Technology

Address: PO Box 42650, Olympia, WA 98504-2650

Telephone: (360) 902-8500

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Print Name: Randy Acker

Title: Deputy Supervisor Regulatory Programs

Address: PO Box 47001, Olympia, WA 98504

Telephone: (360) 902-1684

Interagency Agreement  
Approved as to Form 9/29/97  
By the Assistant Attorney General  
State of Washington

\_\_\_\_\_ Jim Sweeney

\_\_\_\_\_ Mark Gray

\_\_\_\_\_ Joe Shramek

**Attachment A- ( \_\_ )**  
**Specific Terms to Master Interagency Agreement**  
**Between DNR (IA 12-101) and WSP&RC ( IA 113-024 )**

**PROJECT PLAN Statement of Work:**

This project is authorized under the terms of IA 12-101. All conditions and terms of that Agreement apply.

1. DNR shall provide \_\_\_\_\_ crews for \_\_\_\_\_ days, for a total of \_\_\_\_\_ crew days.
2. Work under this Agreement shall consist of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Generally describe the nature of the work. For example, habitat enhancement, rehabilitation, and access improvements consisting of. . .)

3. At the following location or locations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Work will begin \_\_\_\_\_ and be completed by \_\_\_\_\_ with an estimated daily base cost of \$\_\_\_\_\_. Additional charges for extraordinary items may occur as defined in the estimate.

**Compensation:**

Compensation shall be based upon and in accordance with the terms set forth in Section 3.01 of Interagency Agreement 12-101.

**Contacts:**

DNR: \_\_\_\_\_ WSPRC: \_\_\_\_\_

Phone no: \_\_\_\_\_ Phone no: \_\_\_\_\_

e-mail: \_\_\_\_\_ e-mail: \_\_\_\_\_

address: \_\_\_\_\_ address: \_\_\_\_\_

DNR: Send one copy of this completed plan to the DNR project coordinator described in Section 19.01.