

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE PARKS AND RECREATION COMMISSION
AND
UNIVERSITY OF WASHINGTON**

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS" and the University of Washington, hereinafter referred to as "UNIVERSITY".

IT IS THE PURPOSE OF THIS AGREEMENT to provide for UNIVERSITY to complete the work identified in the statement of work that PARKS is unable to perform.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

UNIVERSITY shall furnish the necessary personnel, equipment, material, and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth below:

Purpose:

Establish an as-needed Native American Graves Protection and Repatriation Act (NAGPRA) assistance services agreement whereby the UNIVERSITY will work within agreed to parameters to provide professional assistance with NAGPRA related projects in order to help Parks reach and maintain compliance with this Federal law.

Service Area:

The service area of this agreement covers all regions of Washington State as outlined by Parks (Northwest, Southwest, and Eastern), which includes the headquarters office and collections facility in Olympia.

Typical Work:

Support of Parks compliance with NAGPRA by providing a wide spectrum of professional assistance; including but not limited to:

1. Initiate the abandoned loan process as outline in RCW 63.26.040.
2. Verify PastPerfect database catalog entries.
3. Input collection and accession information for material not yet cataloged in PastPerfect, (this can include photographing individual objects when necessary or pertinent).
4. Provide Parks with updated PastPerfect records.
5. Rehouse material when appropriate to protect the resource.
6. Consult with Tribal Nation representatives when necessary and pertinent to a project.
7. Provide technical advice, recommendations, and assistance to Parks as needed for the determination of disposition and cultural affiliation.
8. Provide technical advice, recommendations, and assistance to Parks as needed for drafting notices of inventory completion.
9. Provide technical advice, recommendations, and assistance to Parks as needed for notices of intent to repatriate.
10. Provide technical advice, recommendations, and assistance to Parks as needed for other issues related to NAGPRA compliance.

Funding:

Parks funding for individual Task Orders executed under the as-needed NAGPRA assistance services agreement will be from several sources; including, but not limited to operating, capital, and federal and state grants.

Service Agreement Guidelines and Commitments:

Due to the nature of this agreement as providing as-needed NAGPRA assistance services, Parks and the UNIVERSITY will agree that prior to authorizing any work under this contract; the following elements will be discussed and agreed to:

1. Each project of work under this agreement will be provided by Task Order.
2. Each Task Order will be individually negotiated between Parks and the UNIVERSITY.
3. Each Task Order will be considered a separate agreement, identifying the maximum amount authorized by Parks, start date and end date, and scope of work specific to the project.
4. Upon agreement by Parks and University of the project description, University will submit to Parks a proposal, including discrete projects steps, timeline and budget. Parks will generate a Task Order for the project and submit to University for review. If University agrees to specifics of Task Order, University representative appointed in this agreement will sign and return Task Order to Parks within 10 business days.
5. Each Task Order submittal shall include the UNIVERSITY'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 Parks retains the right to not use the UNIVERSITY and to seek other professional services, as it deems necessary.
6. The terms of the Task Order can only be modified by agreement and with written approval from Parks and the UNIVERSITY. Any work performed outside the terms and conditions of the Task Order will not be considered for reimbursement.
7. For any Task Orders that require services extending past a three month period, the UNIVERSITY will invoice Parks on a quarterly basis. Parks will submit payment to UNIVERSITY within 30 days.
8. The UNIVERSITY agrees to provide or facilitate the execution of professional services within agreed to timelines and conditions. The UNIVERSITY will provide agreed-upon deliverables to Parks for the task/project assigned.
9. The estimated total hours and budget will be allocated by Parks to the UNIVERSITY and the assigned project. Requests to exceed total project budget and/or modification of agreed to deliverables must be agreed to by the parties to this agreement, and be approved in writing by Parks.
10. An updated fee schedule shall be submitted for consideration to Parks upon creation of each Task Order. The all-inclusive (direct labor, overhead, and fee) hourly billing rates will be approved by Parks prior to submitting any billing at higher rates. If Parks rejects proposed rate increases the UNIVERSITY may elect to not approve the Task Order.
11. Travel expenses incurred by the UNIVERSITY shall be reimbursed at the approved state per-diem rate, with no UNIVERSITY mark-up, excluding University of Washington indirect costs. Receipts are required for all lodging and expenses and shall be attached to all invoices. Meals shall 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 UNIVERSITY mark-up, excluding University of Washington indirect costs, without prior written approval.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on or

about April 1, 2010. This project will remain open for task orders through March 31, 2015, unless terminated sooner as provided herein. The agreement will automatically expire March 31, 2015 unless completed sooner as provided herein.

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 determined that the cost of accomplishing the work herein will be determined with each Task Order.

BILLING PROCEDURE

UNIVERSITY shall submit no less often than quarterly invoices for work performed. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days. Invoices shall be submitted to PARKS Representative named in this agreement for approval of payment. Billing shall be made on actual itemized work plus indirect costs, not as a lump sum. Payment to UNIVERSITY for approved and completed work will be made by warrant or account transfer by PARKS within thirty (30) days of receipt of the invoice.

RECORDS MAINTENANCE

The parties to this Agreement 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 service(s) 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 (6) 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

Copyright in all material created by UNIVERSITY and paid for by PARKS as part of this Agreement shall be the property of the State of Washington. Both PARKS and UNIVERSITY may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which UNIVERSITY uses to perform the Agreement, except material and information obtained from PARKS, shall be owned by UNIVERSITY or such other party as determined by Copyright Law and/or Contractor's internal policies; however, for any such materials, UNIVERSITY hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to PARKS to use the materials for PARKS' internal purposes.

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 (thirty) 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.

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 15 (fifteen) 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, agreement 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 Agreement 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.

CONTRACT MANAGEMENT

The project manager 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 Manager for Washington State Parks is:

Alicia, Woods Phone (360) 586-0206 and (360) 902-0939
Washington State Parks and Recreation Commission
1111 Israel Road SW
PO Box 42650
Olympia, WA 98504-2650

The Project Manager for the University of Washington is:

Peter Lape, Curator Phone (206) 685-3849
University of Washington
Box 353010
Seattle, WA 98195-3010

IN WITNESS WHEREOF, the parties have executed this Agreement.

**WASHINGTON STATE PARKS
AND RECREATION COMMISSION**

UNIVERSITY OF WASHINGTON

Signature

Signature

Title

Title

Date

Date

APPROVED AS TO FORM:
William Van Hook /s/
February 2007