

**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, and is for the UNIVERSITY Center for Sustainable Forestry at Pack Forest (CSFPF) to provide technical expert assistance to PARKS to lead forest health efforts. These efforts promote the protection and restoration of PARKS natural resources, and involve forest assessments, management planning and implementation, and the engagement of the public in resources appreciation and stewardship. This contract describes the services a UNIVERSITY Applied Forest Ecologist/Stewardship Forester (FOREST ECOLOGIST) who will serve both the UNIVERSITY and the PARKS. The FOREST ECOLOGIST will be a UNIVERSITY employee, but with a portion of their salary and benefits paid by the PARKS for work performed for the PARKS.

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 herein.

The FOREST ECOLOGIST, working with the Director of the CSFPF, will provide technical expert assistance to the PARKS, upon request by the PARKS, to advance forest health efforts on PARKS lands by:

- Creating survey designs for assessing forest health in a number of state parks as directed by the PARKS;
- Conducting forest health surveys to assess the condition of PARKS natural resources;
- Creating appropriate records of field surveys, analyzing data and providing management recommendations for the PARKS, with consideration of stakeholders for specific areas in and around the state park system;
- Creating forest health and management plans for various state parks as directed by the PARKS in conjunction with input from local stakeholders;
- Identifying priority treatment areas and propose specific protocols for the application of these prescriptions on PARKS forest lands;
- Where appropriate, designing restoration-oriented silvicultural prescriptions that promote the integrity of PARKS natural resources and their enjoyment by the public;
- Where appropriate, the UNIVERSITY will be responsible for marking timber, creating timber contracts, addressing permit requirements, and overseeing forestry operations implemented across PARKS forest lands;
- Monitoring the response of forest attributes to restoration actions; and,
- Capturing the activities above in written plans and reports.

The PARKS will provide available agency natural resources information and timely reviews of / inputs to UNIVERSITY products, while UNIVERSITY will be responsible for assuring completion of projects.

- Should the existing FOREST ECOLOGIST leave and a new ecologist hired, UNIVERSITY will consult with the PARKS during the hiring process to ensure that the new FOREST ECOLOGIST has the competencies to meet the PARKS requirements as outlined above.
- The FOREST ECOLOGIST work is to be assigned by the Director of the CSFPF. It is anticipated that the FOREST ECOLOGIST's work will be shared by the UNIVERSITY and PARKS.
- The long-term connections between the PARKS and the UNIVERSITY that the FOREST ECOLOGIST position creates will benefit both organizations and be subjected to an overhead rate of 10%. The overhead rate is justified by the active role this position will take in administering the grants and the joint nature (UNIVERSITY / PARKS) of the "on-call" appointment.
- Travel expenses of the FOREST ECOLOGIST shall be reimbursed at the approved state per-diem rate. Receipts are required for all lodging 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.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on or about September 15, 2011. This project is expected to take twenty months to complete and will be completed no later than June 30, 2013, unless terminated sooner as provided herein. The agreement will automatically expire June 30, 2013, 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 not exceed **Thirty-Five Thousand, and No/100ths Dollars, (\$35,000.00)**, based on the included herein estimated budget. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on rates provided herein.

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 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:

